



WATER SCIENCE

polydyne.snf.com

City Clerk
City of New Port Richey
5919 Main Street
New Port Richey, FL, 34652

RE: Liquid Polymer - Bid No. ITB22-010

Dear City Clerk,

In consideration of the time constraints in the production of our bid submittal, Polydyne Inc. requests a waiver of any irregularities or inadvertent omissions in this original submission packet. We will provide any clarifications or additional documents upon request.

Thank you for your business and consideration of our bid proposal.

Best regards,

A handwritten signature in blue ink that reads 'Rebecca Beasley'. The signature is fluid and cursive, with a large loop at the end of the last name.

Rebecca Beasley
Sales Administration Manager
EM: bids@polydyneinc.com
PH: (912) 880-8013

BID DOCUMENTS
FOR
CITY OF NEW PORT RICHEY



Liquid Polymer

By

Public Works Department
Wastewater Treatment Division
4730 Main Street
New Port Richey, Florida 34652

Project No. ITB22-010

JUNE 8, 2022

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INVITATION TO BID

Liquid Polymer
Bid No. ITB22-010

Sealed bids for bulk delivery of approximately 50,000 lbs. of liquid Polymer, to the City of New Port Richey Wastewater Treatment Plant located at 4730 Main Street. Bids shall be addressed to the City of New Port Richey, City Clerk's Office, 5919 Main Street, New Port Richey, Florida, 34652. Bids will be received at the office of the City Clerk until 2:00 p.m. local time on July 7th, 2022. Any bids received after the time and date specified will not be considered.

The bid opening will be held promptly at 2:00 p.m. local time, on July 8th, 2022 in the New Port Richey City Council Chambers, 5919 Main Street, New Port Richey, Florida 34652 at which time the proposals will be publicly opened and read aloud.

Complete details and copies of the documents may be obtained from the Purchasing Department 727-853-1055. Each bid must be submitted, in triplicate, on the proposal forms.

All applicable bid bonds, contract bonds, insurance contracts and certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

In order to perform public work, the successful bidder shall, as applicable, hold or obtain such Contractors' and Business Licenses as required by state statutes.

Before a contract will be awarded for the work contemplated, the Owner will conduct such investigations as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the bidder's qualifications.

The right is reserved to reject all bids or any bids not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the contract for a period of time, which however shall not extend beyond 90 days from the bid opening date.

Dated this June 8th and 15th, 2022.
CITY OF NEW PORT RICHEY, FLORIDA
By Judy Meyers, CMC, City Clerk

Section 2

<p>Submit Bids To: City Clerk's Office City of New Port Richey 5919 Main Street New Port Richey, Florida 34652-2785</p>		<p>INVITATION TO BID City of New Port Richey Purchasing Department</p>	
Bid Title: Liquid Polymer		Type	Bid No. ITB22-010
Page 1 of 5	Bids will be opened July 8th , 2022 2:00 pm and may not be withdrawn for 90 days after such date and time.		Issue Date: June 8, 2022
Additional information City of New Port Richey			City Clerk Judy Meyers 727-853-1021

Section A General Terms and Conditions of Invitations to Bid

1. Preparation of Bids

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is to be used in submitting your bid.
- (b) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the invitation to bid.
- (e) Proposed delivery time must be shown and shall include Sundays and Holidays.
- (f) Bidders will not include federal taxes nor state of Florida taxes, excise, and use taxes in bid prices as the city is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or the may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (i) Bidders are advised that all city contracts are subject to all legal requirements provided for on the purchasing ordinance and/or State and Federal Statutes

2. Description of Supplies

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in such specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets the quality of the specifications listed for any items.


- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
 - (c) Bidders will submit, with their proposal data necessary to evaluate and determine the quality of the item(s) they are bidding.
3. Submission of Bids
- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, City of New Port Richey. The name and address of the bidder, the date and hour of the bid opening and the material or service bid shall be placed on the outside of the envelope.
 - (b) Bids must be submitted on the forms furnished. Electronic bids will not be considered. Bids, however, may be modified by electronic notice provided such notice is received prior to the time and date set for the bid opening.
4. Rejection of Bids
- The city may reject a bid if:
- (a) The bidder misstates or conceals any fact in the bid, or if,
 - (b) The bid does not strictly conform to the requirements of the bid, or if,
 - (c) The bid is conditional, except the bidder may qualify his bid for acceptance by the city on an "all or none" basis or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
 - (d) The city may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid unless the bid has been qualified. The City may also waive any minor informalities or irregularities in any bid.
5. Withdrawal of Bids
- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
 - (b) Bids may not be withdrawn prior to the time set for the bid opening. Such request must be in writing.
6. Late Bids or Modifications
- (a) Bids and Modifications received after the time and date set for the bid opening will not be considered.
 - (b) Modifications in writing received prior to the time and date set for the bid opening will be accepted.
7. Clarification or Objection to Bid Specifications
- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or any other bid documents of any part thereof, he may submit to the Purchasing Coordinator on or before five days prior to scheduled opening a request for clarification. All such request for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Coordinator on or before five days prior to scheduled opening.
8. Discounts
- (a) Bidders may offer cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices.
 - (b) In connection with an discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.
9. Samples
- (a) Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
10. Award of Contract
- (a) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the invitation to bid, is most advantageous to the City, price and other factors considered.
 - (b) The City reserves the right to accept and award item by item, and/or by group, or in aggregate, unless the bidder qualifies his bid by specific limitations.
 - (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
 - (d) Prices quoted must be FOB with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
11. Delivery

- (a) Deliveries are to be FOB Destination unless otherwise stated in the Invitation to Bid.
 - (b) Deliveries are to be made during regular business hours.
- 12. Conditions of Material and Packing
 - (a) All items furnished must be new and free from defects. No other will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.
- 13. Claims
 - (a) Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
- 14. Local, State and Federal Compliance Requirements
 - (a) Bidders shall comply with all local, state and federal directives, orders, and laws as applicable to this bid and subsequent contract(s) including but not limited to: (1) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract. (2) Minority Business Enterprise (MBE), as applicable to this contract. (3) Occupational Safety and Health Act (OSHA), as applicable to this contract.
- 15. Provisions for other Agencies
 - (a) Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City Agencies and Departments, the bid prices he submits, in accordance with the bid terms and conditions, should any said department wish to buy under this proposal.
- 16. Collusion
 - (a) The bidder, by affixing his signature to this proposal, agrees, to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action
- 17. Variance in Conditions
 - (a) Any and all special conditions and specifications attached hereto which vary from General Condition shall have precedence.

Section B

Material or Services Required

Date 7/7/22

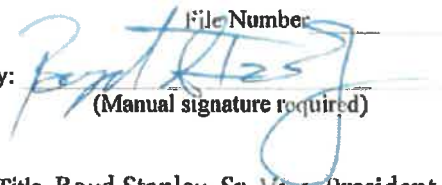
Submit Bids To: City Clerk's Office City of New Port Richey 5919 Main Street New Port Richey, Florida 34652-2785		INVITATION TO BID City of New Port Richey Purchasing Department	
Bid Title: Liquid Polymer		Type	Bid No. ITB22-010
Page 4 of 5	Bids will be opened July 8th, 2022 2:00 pm and may not be withdrawn for 90 days after such date and time.		Issue Date: June 8, 2022
Additional information City of New Port Richey			City Clerk Judy Meyers 727-853-1021

Advertised Date 7/7/22

Submitted By: (company name)

Polydyne Inc.

Authorized by:

File Number _____

 (Manual signature required)

1 Chemical Plant Road, Riceboro, GA 31323 Name and Title Boyd Stanley, Sr. Vice-President

Description	Cost
Polymer Price per lb. including shipping	
FBS 7802 _____	\$1.75/Lb.
Prices: (net <u>30</u>) (-0- %30 days) Firm <u>90</u> Days (90 minimum)	

We, Polydyne Inc. (company name), the above signed, making any other proposal, or who otherwise would make a proposal, and agree to furnish in strict accordance with all Federal Regulatory Measures and also with these written specification, which consist of this form and all attached documents and general condition as shown in Section A. Florida statute #287.087 requires certification by all bidders indicating that they Do or Do Not have Small/Minority Business Status : Yes X No _____ This firm is classified as a small business under SBA Regulations Yes _____ No X The firm is minority owned and controlled Yes _____ No X If minority owned/controlled submit details as to the minority. _____

This form must be completed and submitted to City of New Port Richey, City Clerk's Office and delivered by 2:00 P.M. July 8th, 2022 Note: Bids are due the day before Opening

- 1.) Right to Protest
 - a) Any actual bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints initially with the Finance Director, and if not satisfied, with the City Manager.
 - b) A protest with respect to the specifications of any invitation for bid or request for proposal shall be in writing five (5) work days prior to the opening of bids. Protests with respect to award of contract shall be submitted in writing within five (5) work days of the notice of intent to award.
- 2.) Protest Procedure
 - a) The protesting person or firm must submit in writing his/her (its) formal protest within five (5) work days of the notice of intent to award a contract. The written protest must specifically cite the portion of the code, statute or contract provision which was allegedly violated. Oral protest will not be accepted.
 - b) The Finance Director shall respond to the formal written protest within five (5) business days of receipt. The Finance Director's response will be fully coordinated with the appropriate Department Director and City Manager.
 - c) If the protestor is not satisfied with the response from the Finance Director, he/she may then submit in writing within (5) five work days of receipt of that response his/her reason for dissatisfaction. Along with copies of his/her original formal protest letter and the response from the Finance Director to the City Manager.
 - d) The City Manager, as Purchasing Agent of the City, will respond to the protestor within ten (10) work days of receipt of the appeal.
 - e) If the protestor is not satisfied with the response from the City Manager he/she may submit in writing within five (5) work days of receipt of that response his/her reason for dissatisfaction. Along with copies of his/her original formal protest letter and the response from the City Manager to the City Clerk for placement on an agenda of the City Council. The City Council will undertake consideration of the protest at its next regularly scheduled meeting and the City Council will make the final decisions on the matter of protests.
- 3.) Stay of Procurement During Protest
 - a) In the event of a timely protest, the Finance Director shall not proceed with the solicitation or award of contract until all administrative remedies have been exhausted or until the City Manager makes written determination that the award of contract without delay is necessary to protect the best interest of the City.
- 4.) Exception in Case of Emergencies
 - a) In the event that the City must undertake purchase of goods or services in order to meet in an emergency as set forth in section 2-161 of the City Code, then in that event the bid protest procedure shall be inapplicable.

1. GENERAL REQUIREMENT

- 1.1 **General:** The intent and purpose of this specification document (the "Specification") is for the Contractor to furnish and deliver liquid polymer commercial grade FOB destination in accordance with the American Water Works Association's (AWWA's) Standards, to the City of New Port Richey Water and Wastewater Utilities. The product should be suitable for use in a WWTP sludge dewatering operation.
- 1.2 **Award:** Award will be made to the lowest responsible and responsive bidder meeting the Specification; price, product quality, safety record, previous performance, reliability and other factors to be considered. The City of New Port Richey will not be responsible for any transactions between the successful bidder(s) and any public entity that may elect to utilize this bid. Individual bids may be awarded to different vendors for each chemical depending on price and other factors.

2. BIDDER QUALIFICATION / SUBMITTALS

- 2.1 **Definition:** For purposes of this Bid, the term "Bidder" shall be defined as the company submitting a bid to the City of New Port Richey.
- 2.4 **References:** Each prospective Bidder shall submit a list of at least twenty (10) references to include phone numbers that use or have used its polymer at either water or wastewater treatment plants in the past three years. The Reference List shall list actual plant personnel at the water and wastewater plants and not purchasing agents. Additionally, each Bidder shall provide the name of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any polymer the past three years. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or major injury and National Response Center Notifications ("safety incidents") for the polymer it manufactured or delivered for the past five (5) years of the plant producing the product to be sold to the City of New Port Richey. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.
- 2.5 **Emergency Plans:** Bidder will provide 24/7 emergency support service in case of a spill or other emergency. Bidder should own multiple plants in Florida and the ability to obtain material from these plants for The City of New Port Richey in case of a man made or natural disaster. Failure to submit this list including its specific requirement will result in Bidder being disqualified.
- 2.6 **Safety and Reliability:** As part of assessing the Bidder's reliability and safety record, the prospective Bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of its manufacturing and distribution facilities producing sodium hypochlorite for the proposed

bid. Additionally, the Bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three years. Bidder shall have at least a 10-year history of selling sodium hydroxide in the State of Florida. The City of New Port Richey may require a site visit to the Bidder's manufacturing and distribution facilities to assess their safety and reliability as part of the bid evaluation process.

3. COMMERCIAL CONDITIONS

- 3.1 Term: The initial term of the contract for the polymer shall be for one (1) year ("Initial Term") with up to two (2) one year renewal periods. Each of the renewal periods is subject to mutual agreement and approval by both City of New Port Richey and the Contractor. The effective date of service under this supply agreement shall be approximately August 6th, 2022
- 3.2 Pricing: All pricing shall be in terms of a price per pound (freight prepaid FOB to each City of New Port Richey facility). The price of the polymer shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price"). The City of New Port Richey may consider price increases for each renewal period based on verifiable changes in the marketplace.
- 3.3 Payment Terms: NET 30 days.

4. DELIVERY REQUIREMENTS

- 4.1 Contractor shall make "normal" deliveries within three (3) working days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City of New Port Richey from running out of polymer in less than 24 hours. The City of New Port Richey shall endeavor to minimize the number of "emergency" deliveries.
- 4.3 All deliveries of liquid polymer shall be freight prepaid, F.O.B. to each City of New Port Richey facility.
- 4.4 Delivery time of day shall be arranged upon placement of order. Deliveries made to unmanned facilities must be coordinated with the City of New Port Richey so the driver can gain access to the facility.
- 4.5 All deliveries of liquid polymer shall be made by fiberglass tank truck to the locations specified below.
- 4.6 Packaging and shipment of liquid polymer shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.
- 4.7 All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various City of New Port Richey facilities.

- 4.8 City of New Port Richey reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice. Bidder may suggest that deliveries be put on a route, subject to the City of New Port Richey approval.
- 4.9 The Contractor shall be responsible for delivery of "Totes" that are free of defects or leaks. Contractor shall be responsible for clean up of any spills as a result of a leaking or defective tote during offloading. The City will assist with offloading provided the contractor moves the load to the end of the trailer to within the grasp of the City front end loader.
- 4.10 Because of security and safety concerns, all delivery vehicle drivers shall have a proper commercial driver's license with a Hazardous Material Tanker endorsement. Contractor's drivers shall display its driver's license whenever challenged during the delivery. In addition, Contractor shall supply the City of New Port Richey a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. The City of New Port Richey shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to the City of New Port Richey shall result in rejection of delivery and subsequent possible termination of the Contractor's supply agreement.
- 4.11 Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

5. DELIVERY LOCATIONS

- 5.1 Delivery sites and quantities are subject to deletions or additions as necessary to meet the needs of the City of New Port Richey.
- 5.2 Split deliveries to multiple locations will be coordinated and accepted by the City of New Port Richey to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery.
- 5.3 Liquid polymer consumption is an estimate only and the City of New Port Richey shall not be bound by these amounts in its contract with Contractor.
- 5.4 Delivery Locations, Storage, Annual volume and Minimum delivery Requirements

Location	Storage Capacity	Est. Annual Quantity
Wastewater Treatment Plant 4730 Main St. New Port Richey, FL 34652	To be delivered in 250 to 275 Gallon totes with enclosed safety cage, 2 inch ball valve and 2 inch quick couple connection.	50,000 LBS.

6. PRODUCT MATERIAL REQUIREMENTS

6.1 Polymer supplied under this contract shall be tested and certified as meeting or exceeding the appropriate specifications of the AWWA and the American National Standards Institute/National Sanitation Foundation Standard.

6.2 It is the responsibility of the Contractor to inform the City of New Port Richey that its NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between City of New Port Richey and Contractor.

6.3 Polymer delivered under this Specification shall meet the performance standards in section 6.18 as determined by actual test runs conducted by the City of New Port Richey. Staff findings are final and will determine the best overall product for the operation and the resulting bid award. The successful bidder shall provide a product that allows for the most efficient operation of the belt press. The lowest price per pound may or may not be the lowest overall cost relative to the minimum percent solids specification. After bid opening and prior to bid award each bidder must provide the City with (1) five gallon sample of their recommended polymer. Bidders will be allowed to do bench testing at the plant prior to submission of their bid to determine which product they will recommend. The City will run one actual test run lasting 2 hours for each bidder and document the results. The City will collect and analyze 3 samples during the test run. The results will be averaged and will be used in the final evaluation for each product. The City will not be testing multiple products from each vendor.

6.4 Performance Standards

The successful bidder shall provide a product that achieves maximum dryness with the lowest polymer cost under the following conditions using an Ashbrook 2 Meter 3 Belt-Press:

- A. Feed Sludge..... 1.0-1.5%
- B. Sludge Feed Rate..... 150 GPM
- C. Cake % Solids.....Minimum 18 % (lower results will not be considered unless all bidders are below this minimum)
- D. Capture Rate.....> 98.8%

7. QUALITY ASSURANCE, SAFETY AND TRAINING

7.1.1 Sampling and Testing

The City at its discretion may from time to time require quality control testing. The approved laboratories for all sampling and testing whether during the bidding period or after award shall be performed by a duly certified Florida laboratory. No other Laboratory shall be used other than the approved D.O.H and NELAC.

No deliveries will be accepted by the City of New Port Richey unless polymer is homogeneous and be free of any lumps, separation or clumping and must remain so until product is used up. Failure to comply with this provision three (3) times during the contract period shall constitute sufficient grounds for termination of the contract between the City of New Port Richey and Contractor.

8. OCCUPATIONAL HEALTH AND SAFETY

8.1.1 Contractor Safety Requirements

8.1.2 Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

8.1.3 Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.

8.1.4 Material Safety Data Sheets. The MSDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosivity and reactivity;
 - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.

- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:
 - Department of Labor and Employment Security
 - Bureau of Industrial Safety and Health
 - Toxic Waste Information Center
 - 2551 Executive Center, Circle West
 - Tallahassee, Florida 32301-5014
 - Phone: 800/367-4378

8.3 Emergency Plan of Action and Safety Training

- 8.3.1 Within 30 days of award and acceptance of the contract for the supply of liquid polymer, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the City of New Port Richey to follow in case an emergency supply of liquid polymer is needed.
- 8.3.2 Safe Handling Training. The Contractor shall provide an appropriate safe handling training course for liquid polymer within the first month of the contract, to all current City of New Port Richey operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to the City of New Port Richey.
- 8.3.3 Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of the polymer in the wastewater treatment process. This expertise shall extend to the application of all other chemicals used by the City of New Port Richey in its water treatment and wastewater treatment plants. The Contractor shall provide this assistance at no charge to the City of New Port Richey.

9. TERMINATION

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to supply liquid polymer to the City of New Port Richey and in addition to any other remedies, including the right to obtain replacement product at any cost and charge the Contractor for the additional costs, Contractor's failure to comply with this Specification three (3) times over the duration of this contract shall constitute sufficient grounds for termination of the contract by the City of New Port Richey. These failures any three of which can result in termination of the contract, include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the liquid polymer to meet the Specification at anytime, failure to comply with the safety and OSHA requirements of the Specification, failure to provide drivers with company cell phones, failure to provide

licensed drivers listed on the Contractor's CD, failure to provide updated CD's with a driver's list, failure to provide requested technical assistance and/or training and failure to respond in a timely manner to any City of New Port Richey emergency.

10. I certify to the best of my knowledge and hereby attest that the above listed information submitted with my company's proposal is accurate. I understand that submission of any false or misleading information or failure to submit required information for *any* product we sell shall be grounds for my proposal to be disallowed and not considered.

Polydyne Inc.
Name of Bidder

1 Chemical Plant Road, Riceboro, GA 31323
Address of Bidder


Signature and Title of Authorized Representative Boyd Stanley, Sr. Vice-President Date 7/7/22
Bid specifications prepared by: Joe Palazzolo, City of New Port Richey WWTP

END OF SECTION

