

AFFIDAVIT

Comes the Affiant, Lawrence D. Grizzle, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Lawrence D. Grizzle and he/she is the individual submitting the bid or is the authorized representative of Polydyne Inc.

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Lawrence D. Grizzle
Lawrence D. Grizzle, Business Manager

STATE OF GEORGIA

COUNTY OF LIBERTY

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lawrence D. Grizzle on this the 28th day of August, 2012.

Pamela J. McDermitt
Notary Public

My Commission expires: My Commission Expires July 28, 2016

Pamela J. McDermitt
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No X _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #123-2012 Polymer Flocculants"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources*

within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 years from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2-(1) year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (Space Checked Applies)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature Lawrence D. Grizzle
Business Manager

Polydyne Inc.

Name of Business

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid #123-2012 – Polymer Flocculants

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability, Environmental Casualty and Pollution Liability endorsements unless deemed not to apply by OWNER.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by

approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of VENDOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If VENDOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, VENDOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

VENDOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

VENDOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

VENDOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging VENDOR for any such insurance premiums purchased, or suspending or terminating the work.

00357813

**Specification for Polymer Flocculants
LFUCG Item # 885-77-00-000-0**

1.0 General Requirements

Under this contract the successful bidder shall furnish and deliver sludge conditioning chemical (organic polymer flocculants) for use at the West Hickman Creek Wastewater Treatment Plant, 3174 Ashgrove Pike, Nicholasville, Kentucky 40356, and /or the Town Branch Wastewater Treatment Plant, 301 Lisle Industrial Avenue, Lexington, Kentucky 40511, for 365 Days from date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2 (1) year terms based upon the written agreement of the bidder and the Director of Central Purchasing.

It is the intent to procure only that type of chemical known as organic polymer which is synthetic, high molecular weight, water soluble polyelectrolytes manufactured specifically as flocculants for applications in waste treatment. Only products of the above generic description will be responsive to this specification. Bidders offering a proposal must be recognized manufacturer of, or manufacturer's representative, of the product offered and shall be qualified to advise in its use.

Bids will be considered for dry (solid grade) polymer products for the Town Branch WWTP only. To be used in sludge conditioning (FOR BELT PRESSES). Bids will also be accepted for liquid (emulsion) polymer for the West Hickman WWTP only. To be used in sludge conditioning (FOR BELT PRESSES). Only those types of polymers listed above, containing no formaldehyde, will be considered, and all others will be rejected as non-responsive.

2.0 Scope

The successful bidder is to furnish the polyelectrolyte flocculants for the West Hickman Wastewater Treatment Plant and/or the Town Branch Treatment Plant. The cost listed on the proposal form herein shall include all costs, including freight and transportation charges to the plant placing the order.

3.0 General Conditions

The successful bidder is to furnish material under this specification for the period as in Section 1.0. The vendor shall indemnify and save harmless the Lexington-Fayette Urban County Government from all claims and liabilities of any kind or nature, including cost and expenses for arising from the occasioned by an infringement or alleged infringement of patent rights arising from or occasioned by use of material furnished in response to this specification.

Detailed Specifications

4.0 General Conditions

West Hickman Creek Wastewater Treatment Plant is a 33.8-MGD facility utilizing two stage secondary treatments.

The Town Branch Treatment Plant is a 30.0 MGD facility utilizing primary plus single stage secondary treatment.

The plant flowsheets are presented below as a source of information for interested Bidders.

4.1 Liquid Flowsheet

Town Branch WWTP

Fine Bar Screen/Grit Removal

Primary Clarifiers

Secondary Treatment via Aeration

Final Clarification

Chlorine Disinfection, Dechlorination and Discharge

West Hickman WWTP

Fine Bar Screen/Grit Removal

BPR – Biological Phosphorus Removal

Secondary Treatment via Aeration

Final Clarification

Chlorine Disinfection, Dechlorination and Discharge

4.2 Solids (Sludge) Flowsheet/Town Branch WWTP

Primary sludge and waste activated sludge are thickened, separately, in gravity thickeners. A Sharples centrifuge is also available for thickening waste activated sludge. Combined thickened sludge is sent to anaerobic digestion. Digested sludge is sent to dewatering equipment. Dewatering is accomplished 2.5 – meter belt filter presses.

4.3 Solids (Sludge) Flowsheet/West Hickman WWTP

Water activated sludge is thickened in gravity thickeners or aerated sludge holding tanks. A Sharples centrifuge is also available for thickening waste activated sludge. Thickened or aerated sludge is sent to dewatering equipment. Dewatering is accomplished 2-meter belt filter presses.

4.4 Polymer Applications

The polymer products furnished, as part of this contract will be used at each of the plants as an aid to enhance the treatment of municipal wastewater sludge. Specifically, the polymer will be utilized for sludge conditioning only for belt press applications.

For Town Branch WWTP the application will be used to aid in the conditioning of anaerobically digested sludge before the sludge is dewatered on four 2-meter belt presses.

For West Hickman WWTP the application will be to condition aerated or thickened, waste activated sludge before the sludge is dewatered on three 2.5-meter belt presses.

The required performance under this specification is as follows:

1. Belt Filter Presses – Town Branch WWTP
 - a. The digested sludge to be dewatered will consist of 2.0% to 4.0% total solids.
 - b. The minimum percent solids of sludge cake allowed are 18% total solids from digested sludge having 2.0% total solids.
 - c. The minimum percent of solids captured during dewatering shall be 85%.
 - d. The maximum application rate of polymer for digested sludge of 2.0% total solids shall not exceed \$15.00/dry ton of sludge removed.
2. Belt Filter Presses – West Hickman WWTP
 - a. The aerated or thickened activated sludge to be dewatered will consist of 2.0% to 4.9% total solids.
 - b. The minimum percent solids of sludge cake allowed are 18% total solids from digested sludge having 2.0% total solids.
 - c. The minimum percent of solids captured during dewatering shall be 85%.
 - d. The maximum application rate of polymer rate of polymer for digested sludge of 2.0% total solids shall not exceed \$15.00/dry to of sludge removed.

4.5 Quantity

During the term of the contract it is estimated that Town Branch WWTP will process approximately 2400 and West Hickman WWTP will process approximately 5000 dry tons of feed solids to the belt presses in this application. The actual quantity of polymer required may increase or decrease in accordance with changes in plant operations and conditions. The vendor shall base their unit quantity bids on price per pound or gallon of polymer to be provided.

4.6 Performance

Product performance will be determined by actual tests under typical operating conditions. Throughout the term of the contract cost performance must be obtained within 110 percent (requires a 10% in polymer dosage) of the post-bid qualifications testing value provided that conditions in the plant remain essentially identical to those at the time that post-bid tests were conducted.

If during the term of the contract, the product will not produce results within 110 percent of the post-bid qualification testing value and conditions in the plant remain essentially identical to those at the time that post-bid tests were conducted. the LFUCG reserves the right to terminate the contract. Prior to this action, the Supplier will be offered the opportunity to assist the plant staff by making suggestions for improving operations and performance.

The Supplier shall also have the right to change products to maintain the cost performance levels on which basis the contract was awarded. At no time will the cost per pound for a substitute product exceed the cost of the product accepted in the contract. Dry polymer is to be of a consistent grain size with no more than 5% dusting per bag.

4.7 Delivery

Deliveries shall be made upon order at any time after a formal contract has been executed by both the LFUCG and the Supplier. Orders for material will be placed for minimum quantities of 1500 pounds to be furnished in palletized, weatherproof containers packaged in 30-50 pound multi-walled bags. Liquid emulsion polymer will be delivered in bulk shipments up to 2000 gallons or in totes up to 330 gallons. Delivery shall be made within 10 calendar days after the placement of each order. In the event that the Supplier fails to make deliveries on schedule, the LFUCG reserves the right to purchase material on the open market and charge the Supplier for any costs incurred above the contract price.

4.8 Detailed Polymer Specification

By submission of his bid, the Bidder guarantees that the product offered will meet the quality standards as specified in this specification for the term of the contract. The LFUCG reserves the right to conduct periodic checks on the quality of material furnished under this contract or to have the product quality checked by outside sources to determine if the material furnished is in compliance with these specifications. Failure of the Supplier's product to meet the specified standards of quality will result in termination of the contract.

All polymer supplied under this contract shall be completely soluble in water, having a very rapid dissolving rate and low order to toxicity. The polymer furnished shall require no special precautions in handling.

4.9 Demonstration of Polymer Performance

The bidder shall be required to provide, without charge, a sample of the polymer listed on the bid, sufficient for a minimum of three days for a full scale testing to evaluate the quantity of polymer required per dry ton sludge solids pumped to the dewatering facility. Three days of full scale testing would process approximately thirty six (36) dry tons of sludge for Town Branch and approximately seventy two (72) tons for West Hickman. This is based on operating the presses four days per week.

5.0 Bid Evaluation

The bid will be evaluated and accepted based on the products ability to perform within the required performance parameters specified in Section 4.3.

5.1 Award of Contract

The contract (s) will be awarded to the lowest responsible bidder who is a recognized supplier of the product offered and whose bid complies with all of the provisions of the Bid Documents, provided that the

bid price is reasonable and it is to the best interest of the LFUCG to accept it. The LFUCG reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the LFUCG.

Pricing:

Town Branch

A. Dry Polymer Sludge Conditioning (For Belt Presses):

We propose to furnish the following polyelectrolyte (dry polymer) delivered to the above listed treatment plants for dewatering of anaerobic digested sludge. Maximum weight per bag of dry polymer is no more than 50 pounds.

Brand Name & Number	Required Application Rate	Polymer Unit Price
1. Clarifloc CE-473	LBS/Dry Ton Sludge	\$ ***** 1.85/lb.

West Hickman

A. Liquid Polymer for Sludge Conditioning (For Belt Presses):

We propose to furnish the following liquid (emulsion polymer) delivered to the above listed treatment plant for dewatering of aerated or thickened activated sludge.

Bulk Pricing

Brand Name & Number	Polymer Unit Price
1. No Bid	\$ /Gal

Tote Pricing (330 gallons)

1. No Bid	\$ /Gal
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Note: Liquid Polymer will be ordered usually in bulk rate quantities, 1,000 to 2,000 gallons or tote shipments of 3 to 10. Supplier of liquid polymer in totes will be responsible, at no costs to LFUCG, for disposal of empty totes

SNF**POLYDYNE**

CLARIFLOC CE-473 POLYMER

PRINCIPAL USES

CLARIFLOC CE-473 is a **high** charge cationic polyacrylamide that is used as a flocculant in a wide variety of municipal and industrial wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, flotation, and dewatering.

TYPICAL PROPERTIES

Physical Form	White Granular Powder
Cationicity	70 %
pH (0.25% Sol'n)	3-5

PREPARATION AND FEEDING

CLARIFLOC CE-473 is water soluble, but certain precautions should be followed to obtain total dissolution with minimum loss of activity. Complete wetting of the individual polymer particles is the single most important factor in the preparation of powdered polymer solutions. One method to achieve good wetting is to use an aspirator type disperser that draws the solid polymer particles into the water stream using a vacuum created by water pressure. A water pressure of 30 psig or greater is required to implement this method. The wetted polymer from the aspirator should be discharged into a vessel equipped with a high speed mixer capable of stirring the entire tank. The polymer solution should be stirred for 15-60 minutes or until dissolution is complete. The suggested make-down concentration for CLARIFLOC CE-473 is 0.1 - 0.5 % by weight. Completely automated equipment is commercially available.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials for dissolution tanks. Unlined mild steel, black iron, galvanized steel, copper or brass should not be used in any part of the feed system. Stainless steel or PVC are recommended for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

% Moisture	< 8
UL Viscosity	3.2 - 3.8 cPs
% Insolubles	< 3.5

HANDLING AND STORAGE

Suggested in-plant storage of CLARIFLOC CE-473 is one year in unopened bags. Store in a cool, dry area. For spills of dry CLARIFLOC CE-473, sweep up the material and reuse, if possible. Do not spray water on spilled dry product because the resulting gel is very slippery and difficult to clean up. For spills of CLARIFLOC CE-473 solutions, sprinkle sawdust or vermiculite over the spill area and sweep into approved chemical disposal containers. Rock salt cuts slipperiness.

SAFETY INFORMATION

CLARIFLOC CE-473 can potentially irritate the skin, eyes and lungs, so gloves, goggles and filter type respirator should be worn while handling this product. CLARIFLOC CE-473 is not readily ignited, but it will support an existing fire. Foam, CO₂ or dry chemical methods should be used because polymer-water mixtures are very slippery. Anyone responsible for the procurement, use or disposal of CLARIFLOC CE-473 should familiarize themselves with the appropriate safety and handling precautions outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with CLARIFLOC CE-473, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC CE-473 is shipped in 50 pound poly-lined bags with 30 bags to a pallet.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

ALL STATEMENTS, INFORMATION AND DATA GIVEN HERIN ARE BELIEVED TO BE ACCURATE AND RELIABLE, BUT ARE PRESENTED WITHOUT GUARANTEE, WARRANTY OR RESPONSIBILITY OF ANY KIND, EXPRESSED OR IMPLIED STATEMENTS OR SUGGESTIONS CONCERNING POSSIBLE USE OF OUR PRODUCTS ARE MADE WITHOUT REPRESENTATION OR WARRANTY THAT ANY SUCH USE IS FREE OF PATENT INFRINGEMENT, AND ARE NOT RECOMMENDATIONS TO INFRINGE ON ANY PATENT. THE USER SHOULD NOT ASSUME THAT ALL SAFETY MEASURES ARE INDICATED OR THAT OTHER MEASURES MAY NOT BE REQUIRED.

MATERIAL SAFETY DATA SHEET

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PRINT DATE:	06/24/2004

1. IDENTIFICATION OF THE PRODUCT AND THE COMPANY

CLARIFLOC CE-473 POLYMER

Supplier :

POLYDYNE INC.

PO Box 279

Riceboro, GA 31323

Tel : 800-848-7659 Fax : 912-884-8770

2. COMPOSITION/INFORMATION ON INGREDIENTS

Identification of the preparation :

Cationic water-soluble polymer.

„The product is not considered hazardous in accordance with OSHA Federal Regulation 29 CFR 1910.1200.,,

3. HAZARDS IDENTIFICATION

Aqueous solutions or powders that become wet render surfaces extremely slippery.

4. FIRST AID MEASURES

Inhalation :

Move to fresh air.

Skin contact :

Wash with water and soap as a precaution. In case of persistent skin irritation, consult a physician.

Eye contact :

Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion :

The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media :

Water, water spray, foam, carbon dioxide (CO₂), dry powder

Special fire-fighting precautions :

Aqueous solutions or powders that become wet render surfaces extremely slippery.

Protective equipment for firefighters :

No special protective equipment required.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions :

No special precautions required.

CLARIFLOC CE-473 POLYMER

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Environmental precautions : Do not contaminate water.

Methods for cleaning up : ,Do not flush with water., Clean up promptly by scoop or vacuum. Keep in suitable and closed containers for disposal. After cleaning, flush away traces with water.

7. HANDLING AND STORAGE

Handling : Avoid contact with skin and eyes. Avoid dust formation. Do not breathe dust. Wash hands before breaks and at the end of workday.

Storage : Keep in a dry, cool place (0 - 35°C).

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering controls : Use local exhaust if dusting occurs. Natural ventilation is adequate in absence of dusts.

Personal protection equipment,

- **Respiratory protection :** Dust safety masks are recommended where concentration of total dust is more than 10 mg/m³.
- **Hand protection :** Rubber gloves.
- **Eye protection :** Safety glasses with side-shields. Do not wear contact lenses.
- **Skin protection :** Chemical resistant apron or protective suit if splashing or contact with solution is likely.

Hygiene measures : Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Form : granular solid

Color : white

Odor : none

pH : 2.5 - 4.5 @ 5g/l., for product series. See Technical Bulletin for specific value.,,

Melting point (°C) : Not applicable.

Flash point (°C) : Not applicable.

Autoignition temperature (°C) : Not applicable.

Vapour pressure (mm Hg) : Not applicable.

Bulk density :	See Technical Bulletin
Water solubility :	See Technical Bulletin
Viscosity (mPa s) :	See Technical Bulletin

10. STABILITY AND REACTIVITY

Stability :	Product is stable, No hazardous polymerization will occur. Oxidizing agents may cause exothermic reactions.
Hazardous decomposition products :	Thermal decomposition may produce : hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides.

11. TOXICOLOGICAL INFORMATION

,Acute toxicity,

- **Oral :** LD50/oral/rat > 5000 mg/kg
- **Dermal :** The results of testing on rabbits showed this material to be non-toxic even at high dose levels.
- **Inhalation :** The product is not expected to be toxic by inhalation.

,Irritation,

- **Skin :** The results of testing on rabbits showed this material to be non-irritating to the skin.
- **Eyes :** Testing conducted according to the Draize technique showed the material produces no corneal or iridial effects and only slight transitory conjunctival effects similar to those which all granular materials have on conjunctivae.

Sensitization : The results of testing on guinea pigs showed this material to be non-sensitizing.

Chronic toxicity : A two-year feeding study on rats did not reveal adverse health effects. A one-year feeding study on dogs did not reveal adverse health effects

12. ECOLOGICAL INFORMATION

,Ecotoxicity,:

The effects of this product on aquatic organisms are rapidly mitigated through hydrolysis and by the presence of dissolved organic carbon in the aquatic environment.

- **Fish** LC50/Danio rerio/96 hr = 5-10 mg/L (OECD 203)

CLARIFLOC CE-473 POLYMER

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- **Algae :** Algal inhibition tests are not appropriate. The flocculating characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
- **Daphnia :** EC50/Daphnia magna/48 hr = 20-50 mg/L (OECD 202)
- Bioaccumulation :** Does not bioaccumulate.
- Persistence / degradability :** Not readily biodegradable.

13. DISPOSAL CONSIDERATIONS

- Waste from residues / unused products :** In accordance with federal, state and local regulations.
- Contaminated packaging :** Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local regulations.

14. TRANSPORT INFORMATION

Not regulated by DOT.

15. REGULATORY INFORMATION

All components of this product are on the TSCA and DSL inventories.

- RCRA status :** Not a hazardous waste.
- Hazardous waste number :** Not applicable
- Reportable quantity (40 CFR 302) :** Not applicable
- Threshold planning quantity (40 CFR 355) :** Not applicable
- California Proposition 65 information :** *The following statement is made in order to comply with the California Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains a chemical(s) known to the State of California to cause cancer: residual Acrylamide*

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HMIS & NFPA Ratings		NFPA
Health :	1	1
Flammability :	1	1
Reactivity :	0	0

16. OTHER INFORMATION

Person to contact : Regulatory Affairs Manager

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release, and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process unless specified in the text.