



RENEWABLE WATER RESOURCES

**Purchasing Department
561 Mauldin Road
Greenville, South Carolina 29607**

REQUEST FOR BID

One (1) Hydraulic Excavator

REQUEST FOR BID

One (1) Hydraulic Excavator

I. SCOPE OF SOLICITATION AND TECHNICAL INFORMATION

Renewable Water Resources (ReWa) is soliciting bids from approved Hydraulic Excavator suppliers (Bidder) for the furnishing and delivery of one (1) Hydraulic Excavator and associated appurtenances as outlined in the Technical Specifications attached herein.

1.0 GENERAL

1.1 Scope

The scope of this Solicitation is to furnish and deliver one (1) Hydraulic Excavator as described in the Specifications.

1.2 General

All products furnished under this Solicitation shall be new, unused, and from a single manufacturer. Bid shall include all costs for equipment, warranty, delivery, taxes, and any additional costs not specifically stated; no hidden cost allowed. All equipment must be delivered and invoiced as a complete shipment; partial shipments are not allowed. The attached Technical Specifications are considered an integral part of the requirements governing this Solicitation.

1.3 Coordination

Upon award of this Request for Bid (RFB), Bidder shall provide and coordinate the necessary data per the Specifications, Warranty Information, Operation and Maintenance (O&M) Manuals. Bidder shall coordinate all details of equipment and components specified. Bidder shall coordinate delivery of all equipment with the designated ReWa representative.

1.4 Correction Period, Warranty, and Guarantee

The manufacturer's warranty for all equipment and materials shall be made part of the Bidders submittal. Bidders shall comply with minimal warranty requirements as specified. The Bidder shall be held responsible for all operational and inherent defects in materials of the furnished product, acting as liaison for the manufacturer's warranty. Should any defects or damage to the equipment become evident during the warranty period, the Bidder shall repair and/or replace the defective equipment via the manufacturer's warranty in an expeditious manner.

1.5 Data

BIDDER shall submit all applicable details relating to the manufacturer equipment and appurtenances as specified in this Solicitation and Technical Specifications.

2.0 PRODUCT

2.1 Requirements

The Hydraulic Excavator shall be in accordance with this Solicitation and the Technical Specifications. Only an approved manufacturer of Hydraulic Excavators may bid this Equipment.

2.2 Acceptable Manufacturers

Hydraulic Excavators shall be as manufactured by Volvo, Caterpillar, Link-belt, or approved equal.

2.3. REWA will entertain substitution requests, consisting of details as outlined below for alternate manufacturers per the Solicitation and the Technical Specifications. An evaluation of the equipment will be made by the Purchasing Department, at no cost to the Bidder.

All submittals shall be provided in 8.5" x 11" format, with all standard text no smaller than 11 point. Each Bidder shall submit 1 (one) original and 3 (three) copies of their bid, as well as 1 (one) electronic copy of their Substitution Request on a CD carrier.

2.4 Specifications



2018 Hydraulic Excavator
Specs

Excavator to be typically midsize 160 model or equalivent

Indicate compliance with checking either a YES or NO answer.

A 'YES' answer indicates 100% compliance with the entire statement. Manufacturer's bid is allowed to meet, or exceed, stated specifications, unless otherwise quantified. Explain all 'NO' answers in detail in the section at the end, clearly referencing the relevant non-conforming item(s) by section and item number.

	COMPLIANT?	
	YES	NO
GENERAL & PERFORMANCE		
1. The total excavator weight shall be within 38,000 lbs. to 45,600 lbs. capable of handling a pin-on bucket with a maximum capacity of 1.1 yd ³ (ISO 7451), with a material weight between 2,800 and 3,100 lb/yd ³ and using standard configured equipment (No additional attachments).	___	___
2. Excavator shall be equipped with a 17' 1" Boom and an 8' 6" Arm	___	___
2a) So equipped, unit shall have a digging reach of at least 29' 6"	___	___
2b) So equipped, unit shall have a digging depth of at least 19' 11"	___	___
2c) So equipped, unit shall have a dumping height of at least 20' 8"	___	___
2d) So equipped, unit shall have a breakout force of at least 24,120 lbf (according to SAE J1179)	___	___
2e) So equipped, unit shall have a tearout force of at least 19,010 lbf (according to SAE J1179)	___	___
ENGINE		
1. Engine shall meet EPA Tier 4 emission requirements currently in effect.	___	___
2. Engine shall be made by the manufacturer of the excavator, a minimum of 4 cylinders, charged air cooler, turbo-charged, water cooling and direct injection, plus a minimum of 112 SAE net horsepower and shall be able to produce a maximum torque of 449 lbs.-ft. and also be of wet sleeve design.	___	___
3. Engine may have an external exhaust gas circulation system if applicable.	___	___
4. Engine shall be equipped with the following minimum features: 24-volt electrical system, dual stage dry air cleaner, 80-amp (min.) alternator, anti-freeze protection to -35 °F below zero, cooling fan guard, master electrical disconnect switch, water separator, spin on engine oil and fuel cartridges.	___	___

5. Excavator shall include a 120 V engine block heater

HYDRAULICS

1. Hydraulic system shall be of manufacturer's latest design, having a minimum of two main hydraulic pumps.

2. Flows and pressure shall be controlled by electric and hydraulic signals. It shall be equipped with a self-diagnostic monitoring system viewable in the operator's cab.

3. System pressure shall not exceed a maximum of 5,300 psi.

4. Control levers in the operator's cab shall be of a low effort design (hydraulic over hydraulic)

5. Hydraulic system shall have a momentary boost pressure device capable of operating the hydraulic system at a 10% higher pressure for a short period.

6. Main control valve shall be equipped with Load Holding valves for boom and arm circuits.

7. Filtration shall be as follows: Suction filter screens are a minimum of 80 meshes and return filter, *case drain filter* and pilot filter of 10 micron.

8. Swing rebound dampening shall provide smooth swing braking.

9. Excavator shall have boom, arm and swing priority systems controlled via servo, and activated by a safety lock lever.

10. Excavator must be able to perform functions simultaneously, travel and operate attachment

11. Hydraulic cylinders shall be of excavator's manufactured design and be *repairable in the field* if needed.

12. Excavator shall be equipped with manufacturer's standard hammer/shear, two pump hydraulic circuit having variable flow control as standard and it shall be equipped with manufacturer's standard hydraulic for bucket quick fit operation.

13. Only two different pressures are available: high for bidirectional attachments and low for unidirectional attachments. The switches to control this system are located on the right joystick.

14. Excavator shall be equipped with a pedal control for hammer/shear operation.

15. Excavator shall be equipped with manufacturer's hammer/shear hydraulic pressure control circuit.

16. Excavator shall be equipped with manufacturer's proportional joystick control switches.

17. Excavator shall be equipped with manufacturer's slope/rotator hydraulic circuit.

18. Excavator shall be equipped with manufacturer's case drain system for auxiliary hydraulics.

19. Excavator shall be equipped with manufacturer's boom float circuit.

20. Oil cooler

ELECTRICAL

1. Unit shall be equipped with a computer controlled monitoring and diagnostics system.

2. Operation data must be available to download for service and diagnostics work.

3. Unit shall alert the operator when scheduled service work is to be performed.

4. Unit must have warning and indicator lights for the following functions: charging, engine oil pressure, engine, parking brake, working lights, rotating beacon, preheating coil, coolant

temperature, low fuel, coolant, hydraulic oil, washer fluid level and all the Information and warnings needed for the EATS (Engine After Treatment System).

5. Unit shall be equipped with an alternator capable of 24V/80Amp.
6. Unit must be equipped at a minimum with 8 halogen (or LED) work lights in the following locations: Two (2) on front deck; Two (2) on cab; Two (2) on boom; One (1) on CWT.
7. Wiring must be enclosed in a sealed, non-cloth protective casing and will in all possible cases be routed on the opposite side of the frame from the machine's hydraulic hoses.
8. Satellite computer access system with GPS technology (Telematics)

UNDERCARRIAGE

- | | |
|---|---------------------------------|
| 1. Maximum gradeability | 35°/70% |
| 2. Overall track width | 8 feet 6 inches (with 24" shoe) |
| 3. Track length | 13 feet 1 inches |
| 4. Track on ground | 10 feet 5 inches |
| 5. Track gauge | 6 feet 6 inches |
| 6. No. of track pads | 44 each side |
| 7. Maximum drawbar pull (tractive effort) | 34,180 lbs. |
| 8. Maximum travel speed | 3.5 mph |
| 9. Track link pitch | 7.5 inches |
| 10. Minimum ground clearance | 16.5 inches |
| 11. No. of track rollers | 7 each side |
| 12. No. of upper rollers | 2 each side |

SWING RADIUS

- | | |
|-------------------------------|----------------------------------|
| 1. Minimum front swing radius | 8 feet 4 inches (with 8' 6" arm) |
| 2. Minimum tail swing radius | 7 feet 11 inches |

OPERATOR'S CAB

1. Cab structure shall be ISO ROPS certified with openable roof hatch with tinted glass, roomy space, easy-open front windshield with gas strut and wire system.
2. Cab with whole body vibration reduced shall include a adjustable suspension seat with adjustable consoles independent of seat adjustment.
3. Cab structure shall be mounted on spring viscous dampening mounts.
4. It shall be equipped with 3-inch retractable seatbelt and back up alarm.
5. Excavator shall have engine monitoring system with gauges for engine coolant temperature and fuel level. System shall provide engine and hydraulic fluid levels as well as hydraulic and coolant temperature indicators.
6. Excavator shall be equipped with sun screens for upper, front, and rear protection.
7. Main control levers (boom, bucket, dipper arm and swing) shall have control switches installed on levers for control of auxiliary hydraulic circuits such as hammer/thumb operation, etc. The horn shall be accessible via one of the buttons/switches on the control levers.
8. Excavator shall have an automatic temperature control system with a minimum of 21,000 BTU heating capacity, and a minimum of 20,000 cooling capacity. System shall include air filtration with external air filter access to maintain dust out during normal maintenance.

- 9. Excavator shall have a rearview camera fully visible through the machine monitor. ___ ___
- 10. Excavator shall have on board self-diagnostic system with memory ___ ___
- 11. The climate control air filter shall be accessible from the outside. ___ ___
- 12. The cab shall have **Falling Object Guard** protection ___ ___
- 13. AM/FM stereo with MP3 input and Bluetooth capability with remote control pad on side panel/console shall be standard. ___ ___

FUEL TANK

- 1. Fuel tank shall hold a minimum of 66 gallons with lockable fuel cap. ___ ___
- 2. Fuel tank shall have a ventilation filter with anti-leakage valve in case of machine rollover. ___ ___

MISCELLANEOUS

- 1. All access doors and compartments shall be lockable, using the same key as ignition switch. ___ ___
- 2. Excavator shall be equipped with a rotating beacon light. ___ ___
- 3. Excavator shall be equipped with extra lights (two on cab front, one on cab rear and one on counterweight). ___ ___
- 4. Excavator shall have a back up system to run manually in case of computer failure. ___ ___
- 5. Excavator shall have a straight travel pedal ___ ___
- 6. Excavator shall have a travel alarm with with the muting option accessible from the operator's control panel. ___ ___
- 7. Excavator shall include a diesel heater with programable control panel inside the operator's cab ___ ___
- 8. Excavator shall include a fuel filler pump system with automatic shut-off ___ ___
- 9. Excavator shall have anti-theft protection system ___ ___
- 10. Excavator shall be equipped with a quick coupler system; coupler system must be able to attach the currently owned Volvo bucket. ___ ___
- 11. Excavator shall be equipped with a GPS for tracking and maintenance ___ ___
- 12. A pilot control pattern changer shall be included to easily switch control levers configuration from **SAE/ISO** to **Back Hoe Loader** style ___ ___
- 13. **Excavator shall have Hydraulic thumb** ___ ___
- 14. **Excavator shall have 36 in. heavy duty bucket** ___ ___
- 15. **Manufacturer Stated Standard Warranty** ___ ___
- 16. **5 Year 5000 hour powertrain plus hyd VA Extended Warranty included with Quote** ___ ___
- 17. **Cost of 5 year Maintenance Contract with specified service every 250 hrs or 1 year whichever comes first:** _____

SERVICE EFFICIENCY

- 1. How many years has Dealer been a representative for their product? _____
- 2. What is average response time to field service for product? _____
- 3. General description/Cost of minimum inventory of parts kept in stock for excavator at Dealer's location

4. Distance of dealer location from Re-Wa, 670 Mauldin Rd, Greenville SC 29607 _____

Exceptions:

2.5 Substitution packages must be submitted – shipped or hand-delivered on or before 5:00 p.m. EDT on 08/06/2016 to the below address:

Renewable Water Resources
Purchasing Department
561 Mauldin Road
Greenville, SC 29607
RFB #420_8/06/2018 One (1) Hydraulic Excavator Substitution Request Package

If a Bidder misses the deadline outlined in this Solicitation for prequalification, proposed substitutions shall not be considered. Bids including equipment other than the one by named acceptable manufacturer or prequalified equipment shall be deemed nonresponsive and rejected. Any Bidder intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions, have the same capabilities, and shall be compatible with ReWa's specifications. The Bidder shall include in his bid the cost of accessory items which may be required by the substitute product and the cost of any other modifications required to accommodate the substitution. Bidder shall include such related cost of all substitute products on the line item of required product. Bidder shall also include warranty information demonstrating the substitute products have the same warranty or better than specified products.

Approval of the Owner is dependent on Owner's determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life, and other criteria to that on which the specification is based, and will require no major modifications. The final determination of "equal" is in Owner's sole discretion.

Time is of the essence for this purchase. In the interest of time, incomplete submittals may not be considered. All submittals for an "or equal" shall include the following:

- a. Descriptive literature including information on materials used, minimum design standards, standard design features, manufacturing processes and facilities, and similar information which indicate experience and expertise in the manufacture of the product being evaluated including costs and warranty information;
- b. Performance specifications applicable to the manufacturer's standard design which indicates the level of performance to be expected from the product;
- c. A list of (10) existing equipment purchases in North America of products of the same type and size, information regarding experience of sale and contacts of users;
- d. A brochure or equivalent material indicating technical capabilities, field service capabilities and financial information;
- e. A complete list of all requirements of the Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent;
- f. References that can independently supply an operational and maintenance history of the equipment, including incidents of failure and repair during the warranty period of the product that will enable the Owner to develop a chart showing operation and maintenance and carrying costs based upon the above history. If no history is available equal to the time provided for in the warranty, then it should be provided from the time of origin of the product;
- g. A chart showing the projection of the cost of operation, maintenance and carrying cost until the date the manufacturer estimates the equipment will have to be replaced, together with the documentation upon which the projection is based;
- h. A list indicating the availability of spare parts and the time necessary for delivery.
- i. Any other information requested in writing by the Owner.

3.0 DELIVERY AND HANDLING

3.1 Scope

This section covers delivery and handling of equipment.

3.2 Delivery

Bidder shall bear the responsibility for delivery of all products to the ReWa Collections Compound, located at 670 Mauldin Road, Greenville, SC 29607, and shall comply with the requirements specified herein and shall provide required information concerning the shipment and delivery of the materials specified in this Solicitation.

Bidder shall, either directly or through contractual arrangements with others, accept responsibility for the safe handling and protection of the equipment and materials furnished under this Solicitation before receipt. Owner's acceptance of the equipment and materials shall be made after it is found to comply with all the specified requirements.

3.3 Storage

Not applicable.

3.4 Handling

Care shall be taken when moving equipment to ensure damage to the equipment and materials does not occur. Bidder shall require manufacturer to assume responsibility for packaging to prevent normal transit and handling damage.

II SOLICITATION INFORMATION

1.0 Bid Submittals & Inquiries

All submittals shall be provided in 8.5" x 11" format with all standard text no smaller than 11 point. Each Bidder shall submit 1 (one) originals and 3 (three) copies of their bid, as well as 1 (one) electronic copy of their bid on a CD carrier or thumb drive.

Mail or hand deliver to the following address no later than the opening bid date and time specified below:

Renewable Water Resources
Purchasing Department
561 Mauldin Road
Greenville, South Carolina 29607
RFB_#420 08/21/2018 One (1) Hydraulic Excavator

Bids shall be publicly opened and only the names and bid prices disclosed at the bid opening on 08/21/2018 at 2:00 p.m. local time at ReWa - 561 Mauldin Road, Greenville, S.C. 29607

Inquiries on the project or requests for additional information must be in writing and be directed to Maryanna Levenson, ReWa Purchasing Department - 561 Mauldin Road, Greenville, S.C. 29607 or e-mail to MaryannaL@re-wa.org no later than 08/08/2016 5:00 pm local time. ReWa will not be responsible for or bound by an oral instruction made by an employee(s) of ReWa regarding this bid.

2.0 BIDDER TERMS AND CONDITIONS

- 2.1 Bid Opening and Award:** Bids shall be publicly opened and only the names of the respondents disclosed at the bid opening. However, no decision will be made until Purchasing and the user department(s) has had ample time to review each response. However, award will be made at the earliest possible date. Renewable Water Resources (ReWa) reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves ReWa's best interest. The contract will be awarded to the response that meets the requirements and criteria set forth in the request for bid. Bids received after the closing time/date will not be accepted. By submission of a response, you are guaranteeing that all goods and/or services meet the requirement of the solicitation during the contract period.

- 2.2 Rights Reserved by ReWa:** ReWa reserves the right to reject any and all responses, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of ReWa. Integrity, reputation, experience and past performance will be heavily weighted in response evaluation. This solicitation does not commit ReWa to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for goods and/or services listed herein.
- 2.3 Responders Qualification:** Responders must, upon request of ReWa, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. ReWa reserves the right to make the final determination as to the responder's ability to provide the products or services requested herein.
- 2.4 Responders Responsibility:** Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this response. It is expected that this will sometimes require on-site observation. The failure or omission of a respondent to be acquainted with existing conditions shall in no way relieve the respondent of any obligations with respect to this bid or to any contract as a result of this bid.
- 2.5 References:** ReWa requires responders to list the most recent references, names, addresses and telephone numbers of contact persons for companies with whom the respondent has performed or provided similar work, service or product, and the dates of the respective project completions.
- 2.6 Waiver:** ReWa reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of ReWa to do so.
- 2.7 Rejection:** ReWa reserves the right to reject any response that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like responses; or ambiguous responses which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of ReWa.
- 2.8 Bid Form:** The responder shall sign his response correctly or the bid may be rejected. If the bid shows any omissions, alteration of form, unauthorized additions, a conditional bid or any irregularities of any kind, the bid may be rejected. Information essential to an understanding and evaluation of the bid should be submitted.
- All submittals shall be provided in 8.5" x 11" format with all standard text no smaller than 11 point.
- Each Bidder shall submit 1 (one) original and 3 (three) copies of their bid, as well as one (1) electronic copy of their bid on a CD carrier.
- 2.9 Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and furnished to all responders. ReWa shall not be responsible for any verbal information given by any employees of ReWa in regard to this bid.
- 2.10 Bid Changes:** Bids, amendments thereto or withdrawal requests received after the advertised time for bid opening, shall be void regardless of when they were mailed.
- 2.11 Bid Price:** The bid price presented as a result of these specifications shall be for the contract period. The bid shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or signing the bid. Erasures or use of typewriter correction fluids may be cause for rejection. No bid shall be altered or amended after specified time for opening.
- 2.12 Federal, State and Local Laws:** The Bidder assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the Bidder and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

Further, Bidder hereby certifies he will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the ReWa upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractor language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

- 2.13 Tie Bids:** In the case of tie bids, ReWa reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what ReWa considers to be in the best interest of the Authority.
- 2.14 Deduction and Holdbacks:** In addition to ReWa's right of termination, the ReWa shall be entitled to full reimbursement for any costs incurred by ReWa by reason of the Bidder's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using ReWa's employees or employees of any other entity to perform the obligations of the contract. ReWa may obtain any such reimbursement by deduction from payments otherwise due to the Bidder or by any other proper and lawful means. All deductions from any money due to the Bidder are to be as liquidated damages and not as a penalty. It is ReWa's intent to give the Bidder a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. ReWa will make the following deductions from the contract sum in the event that the Bidder fails to perform any of the required work within the required time limits in the event ReWa carries out the work using its forces or another Bidder.
- a. For use of ReWa's forces – actual cost involved.
 - b. For use of another Bidder – the amount charged by said Bidder. ReWa reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.
 - c. For use of Owner's services – the amount charged by said Owner per (b.) above.
- 2.15 Quality:** Unless otherwise indicated in this bid it is understood and agreed that any goods and/or services offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
- 2.16 Default:** In case of default by Bidder ReWa may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due by the Bidder or by proceeding against the Bidder's performance bond, if any, and/or by suit against Bidder.
- 2.17 Termination for Cause:** Any contract resulting from this solicitation is subject to termination for failure to comply with the specifications, terms and conditions by ReWa or the Bidder upon written notice by registered mail. Such termination shall be effective not less than 30 (thirty) days nor more than 90 (ninety) days after receipt of such notice by the Bidder from ReWa. Receipt of notice by one party to terminate the contract shall nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination ReWa shall be responsible to pay the Bidder only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.
- 2.18 Non-Appropriation:** Any contract entered into by ReWa resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 2.19 Incorporation of Bid into Contract:** The terms, conditions, and specifications of this bid and the selected firm's response are to be incorporated, in total, into the contract.

- 2.20 S.C. Law Clause:** Upon award of contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful respondent from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the respondent understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- 2.21 Assignment Clause:** Successful responder will be required to give ReWa 90 (ninety) days notice in the event of a change in the ownership of any contract resulting from this solicitation. ReWa is under no obligation to continue a contract resulting from this solicitation with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of Renewable Water Resources (ReWa).
- 2.22 Indemnification:** The Bidder agrees to indemnify and save harmless ReWa and all its officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the Bidder, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of ReWa, its officers, agents and employees.
- 2.23 Deviations from Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful respondent will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
- 2.24 Minor Deviations:** ReWa reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected Bidder.
- 2.25 Price Reductions:** By submitting a bid in response to this solicitation, respondent guarantees that ReWa is receiving the lowest price offered by respondent's company for like items/services to other customers. If at any time during the contract period, respondent proposes a lower price to another customer, upon discovery ReWa shall reserve the right to take any or all of the following actions:
- a. Cancel the contract, if it is currently in effect;
 - b. Determine the amount which ReWa was overcharged and submit a request for payment from the responder for that amount or deduct the difference from any amount due the responder;
 - c. Demand that the responder offer ReWa the same pricing schedule;
 - d. Take the necessary steps to collect any performance surety provided on the applicable contract.
- 2.26 Bidder License Requirement:** The Bidder shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.
- 2.27 Conflict of Interest Statement:** The Bidder may become involved in situations where a conflict of interest could occur due to individual or organizational activities within ReWa. The Bidder, by submitting a bid, is in essence assuring ReWa that his company, and/or SUBBIDDERS, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.
- 2.28 Contracts:** ReWa reserves the option to prepare and negotiate its own contract with the Bidder, giving due consideration to the stipulations of the Bidder's contracts and associated legal documents. Bidders should include with their submittal a copy of any proposed standard contract.

- 2.29 Bidder Liability:** The Bidder assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of ReWa and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the Bidder shall indemnify and save ReWa harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of ReWa and suit brought against ReWa for attorney's fees and for all other expenses incurred by ReWa in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will ReWa act as arbitrator between the Bidder and any SUBBIDDER. The Bidder will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under a contract resulting from this solicitation. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
- 2.30 Sub-Contracting:** The Bidder shall not subcontract any portion of a contract resulting from this solicitation without proper written approval from ReWa.
- 2.31 Non-Collusion:** The Bidder expressly warrants and certifies that neither the Bidder nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in conjunction with this bid.
- 2.32 Prohibition of Gratuities:** Neither the Bidder nor any person, firm or corporation employed by the Bidder in the performance of a contract resulting from this solicitation shall offer or give, directly or indirectly, to any employee or agent of ReWa, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of a contract resulting from this solicitation.
- 2.33 Publicity Releases:** Bidder agrees not to refer to the award of a contract resulting from this solicitation in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The Bidder shall not have the right to include ReWa's name in its published list of customers without prior approval of ReWa. With regard to news releases, only the name of the contract, type and duration of contract may be used and then only with prior approval of ReWa. The Bidder also agrees not to publish, or cite in any form, any comments or quotes from the ReWa Staff unless it is a direct quote from the Public Relations Officer.
- 2.34 Public Record:** All information submitted relating to this bid, except for proprietary information, shall become part to the public record to the extent required by the Freedom of Information Act. Bidders shall be responsible for clearly marking all information submitted that is proprietary based on the Freedom of Information Act. ReWa assumes no responsibility for the release of information not clearly and properly labeled as proprietary.
- 2.35 Contact Limitation:** By submission of a response to this solicitation, Bidder agrees that during the period following issuance of the solicitation and prior to the statement of intent to award, Bidder shall not discuss this procurement with any party except members of ReWa or other parties designated in this solicitation. OFFERORS shall not attempt to discuss or attempt to negotiate with the using department any aspects of the procurement without the prior approval of the buyer responsible for the procurement.
- 2.36 Precedence:** In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

INSTRUCTIONS TO RESPONDENTS

1. All aspects of this solicitation shall be governed by the Procurement Code adopted by ReWa.
2. Response amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
4. If specifications or descriptive papers are submitted with the response, enter respondents name thereon.
5. If applicable, unit prices shall govern over extended prices, and written out prices shall govern over numeric prices, unless otherwise stated in notice.
6. Responses must be based upon payment 30 EOM. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. In case of Respondent's default ReWa reserves the right to purchase any or all items/services in default on open market, charging Respondent with any excessive costs.
8. The right is reserved to reject any response in which the delivery time indicated is considered sufficient to delay the operation for which the goods/services are intended.

In compliance with solicitation, and subject to all conditions, thereof, the undersigned offers and agrees to, if this response is accepted.

Below listed Addenda (if applicable) is hereby acknowledged:

1.	4.
2.	5.
3.	6.

Company Name: _____

Phone: _____ Fax: _____

Address: _____

Response signed in writing by

Signature: _____

Printed Name: _____

Title: _____ Response Date: _____

BID FORM

One (1) Hydraulic Excavator

Name of Manufacturer: _____

Equipment		
	Lump Sum	\$
	Tax	\$
Total Bid Amount		\$

Delivery Lead Time upon Notice of Award _____ Days

Submitted by

Company: _____

Signature: _____

Printed Name: _____

Date: _____

Email: _____