



RENEWABLE WATER RESOURCES

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

**REQUEST FOR BID
For
SODIUM HYDROXIDE - CAUSTIC SODA, 25%
USED IN WATER RESOURCE RECOVERY FACILITIES**

August 2018

REQUEST FOR BID
For
SODIUM HYDROXIDE (CAUSTIC SODA) 25%
USED IN WATER RESOURCE RECOVERY FACILITIES

I. SCOPE OF SOLICITATION AND TECHNICAL INFORMATION

Renewable Water Resources (“ReWa” or “OWNER”), a special purpose district and political subdivision of the State of South Carolina, with its principal place of business at 561 Mauldin Road, Greenville, South Carolina 29607 is soliciting bids from VENDORS to provide Sodium Hydroxide (Caustic Soda) 25% needed for the treatment of wastewater at currently two (2) location in Greenville county of South Carolina.

1.0 GENERAL

Outlined specifications in this document are intended to give a general description of what is required, but do not cover all details which may vary according to the exact requirements of the products as offered. They are, however, intended to cover the furnishing, delivery, and installation of all materials as required. Any additional products or equipment necessary for the proper operation of the proposed installation not specifically mentioned in these Specifications shall be furnished and installed at no change to the contract price or time.

All products furnished under this section shall be new and unused.

1.1 Scope

The purpose of this solicitation is to establish sources of supply for Sodium Hydroxide (Caustic Soda) 25% needed in the treatment of wastewater for ReWa for an initial period of three (3) years with an option for four (4) 1-year renewals. The proposed prices must be valid for the duration of three (3) years, with an annual renewal at ReWa’s discretion up to a total of four (4) 1-year renewals conditioned upon vendor performance and market changes.

The listed quantities are annual estimated requirements based on historical data, and ReWa does not obligate itself to purchase the full quantities indicated; however, the price offered must be allowed should the quantities be less.

VENDOR shall provide Sodium Hydroxide (Caustic Soda) 25% to the OWNER at the same rates and charges as those set forth below upon mention of such service request as described in Section 1.1 above to be performed at locations other than those described in Section 3.1 herein.

VENDOR shall provide education and training on safe handling and use of the Sodium Hydroxide (Caustic Soda) 25%, with emergency procedures for ReWa employees. Training shall be performed at least once per year at the convenience of a ReWa Representative.

1.2 Price Adjustments

Contract to be signed as a result of this solicitation will account for a price adjustment provision where requests for price adjustments may only be made on an annual basis. Requests must be submitted in writing to the Purchasing Department at least ninety (90) days prior to the contract renewal. Pricing adjustment shall only become effective if approved by ReWa in writing.

1.3 Payment Terms

ReWa’s payment terms are Net 30 EOM.

1.4 Pricing

VENDOR must submit a bid price for chemicals, as specified under Section II,3.0 “Submittals”. Bid price shall be “delivered price” per chemical to all specified locations in the identified unit of measure. No hidden charges will be allowed for the duration of the contract. Unit bid prices shall be all-inclusive. ReWa is subject to applicable tax.

2.0 PRODUCT/SERVICES

2.1 Specifications and MSDS

VENDOR shall submit complete details and specifications for the Sodium Hydroxide (Caustic Soda) 25%, including but not limited to MSDS sheets and Technical Data Sheets with bid sheet and with the first delivery of each chemical.

2.2 Requirements

2.2.1 All chemicals received by ReWa shall be free of moisture (when chemical delivery requirement is dry), debris and other contaminants.

2.2.2 VENDOR must propose restriction free ordering (**no minimum and no maximum order quantities**).

2.3 Chemicals

This solicitation includes the following:

ReWa Part #	Chemical Description	Unit of Measure	Estimated Annual Usage
CCAS 25%-FTL	Sodium Hydroxide - CAUSTIC SODA, 25% FTL	Klb	356
CCAS 25%-LTL<20KLB	Sodium Hydroxide - CAUSTIC SODA, 25% LTL (Greater than 10,000 lbs but less than 20,000 lbs)	Klb	TBD
CCAS 25% LTL<10KLB	Sodium Hydroxide – CAUSTIC SODA, 25% LTL (up to 10,000 lbs)	Klb	TBD

Annual volume listed above is an estimate. Actual annual usage may vary.

2.4 Safety & Training

VENDOR shall provide education and training on safe handling and use of the Sodium Hydroxide (Caustic Soda) 25%, with emergency procedures for ReWa employees. Training shall be performed at least once per year at the convenience of a ReWa Representative.

Training shall be coordinated with ReWa's Representative within ten (10) business days of signing the contract.

At a minimum, training should include:

- a. Proper handling and use of Chemical.
- b. Emergency response procedures for a Chemical leak.
- c. Use of personal protective equipment during a Chemical emergency.
- d. Audit of ReWa's process safety management procedures from a Vendor's perspective.
- e. Any additional upgraded training requirements.

2.5 Emergency Response

VENDOR shall provide emergency response coordination within thirty (30) minutes of notification of a leak, spill, or other emergency. This coordination shall include:

- a. Transporting or arranging for an emergency response team to arrive at the leak site immediately.
- b. Notification of the Greenville County Emergency Response Team.
- c. Proper site clean-up and disposal of damaged material.
- d. Any other activities associated with the emergency situation.

2.6 Handling of Chemicals

- 2.6.1** VENDOR shall be in compliance with all Laws and/or Regulations applicable to the Services to be performed.
- 2.6.2** VENDOR shall understand the currently known hazards which are presented to persons, property and the environment in the handling of the Chemical/s to be provided.
- 2.6.3** VENDOR shall perform all Services in a safe, efficient, and lawful manner using industry accepted practices.
- 2.6.4** VENDOR shall have all the necessary permits, licenses, and other authorizations and the capability of providing the Services required hereunder with respect to the Services in a lawful manner.
- 2.6.5** Containers and transportation services supplied by VENDOR or its agents or subcontractors shall be in conformance with any and all applicable U. S. Department of Transportation and U.S. Environmental Protection Agency regulations and the provisions of all other applicable Laws and/or Regulations.

3.0 HANDLING AND DELIVERY

3.1 Facility Locations

Delivery of the product by appropriate transportation will be the responsibility of the VENDOR. Service pick-up and delivery of Chemicals for this contract will be at the following ReWa Water Resource Recovery Facilities (WRRF):

Facility	Street Address	City, State, Zip
Marietta WRRF	359-A Dacusville Rd, Ste 3	Marietta, SC 29661
Mauldin Road WRRF	660 Mauldin Road	Greenville, SC 29607

Other locations may possibly be added later.

3.2 Coordination

- 3.2.1** VENDOR shall coordinate the delivery of the Chemical/s during the hours designated by each site in Section 3.3, unless otherwise directed and alternate arrangements are made in advance.
- 3.2.2** Any deviation for listed hours must be directly communicated with each site prior to delivery.
- 3.2.3** VENDOR shall provide ReWa with a twenty-four (24) hour, seven (7) days per week emergency response and provide emergency phone numbers.

3.3 Loading and Unloading

VENDORS are required to consider location details provided below and provide recommendation for proposed delivery methods BY LOCATION.

VENDOR is to specify proposed method of delivery for Chemicals for each location. No product shall be accepted until a ReWa representative has examined the goods for spills or leakage and authorizes the delivery.

3.3.1 Facility Location Details

Marietta WRRF:

- a. Delivery Hours are 7 am till noon – no exceptions.
- b. Bulk deliveries can pull directly to each tank.
- c. **There are no docks for unloading and no skid steer to remove pallets or drums from back of truck.**

Mauldin Road WRRF:

- a. Delivery Hours are 7 am till noon (delivery by special request only until 4 pm).
- b. Bulk deliveries can pull directly up to each tank.
- c. Two (2) loading docks are available for unloading pallets.
- d. Loading dock at the Secondary Belt Press is a certified unloading dock with a plate for easy unloading.
- e. Dock at the Digester Building is NOT a regulation size dock.
- f. **All pallets must be moved to the back of the truck for removal.**

II. SOLICITATION INFORMATION

1.0 INSURANCE REQUIREMENTS

Renewable Water Resources shall be named as additional insured for its interest on all policies of insurance except Worker's Compensation as regards ongoing operations, products and completed operations and this shall be noted on the face of the Certificate of Insurance.

Certificates for all such policies shall be provided by the VENDOR'S insurance agent or broker to ReWa within ten (10) working days from the date of award. VENDOR will provide OWNER a minimum of thirty (30) days advance notice in the event of the insurance policies or insurance policy is canceled. SubContractors approved by OWNER to perform work on this project are subjects to all of the requirements in this section.

VENDOR agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina for the following insurance policies:

Automobile Liability:

\$ 1,000,000 per Occurrence - Combined Single Limit

Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired.

Comprehensive General Liability:

\$ 1,000,000 per Occurrence

\$ 2,000,000 General Aggregate

(Including products and completed operations liability)

Umbrella Excess Liability:

\$ 5,000,000 per Occurrence over Primary Insurance

\$ 5,000,000 Annual Aggregate

Worker's Compensation:

Coverage A State of South Carolina Statutory

Coverage B Employer's Liability \$100,000/\$500,000

Pollution Liability

2,000,000 Per Occurrence

Notice of Cancellation

30 days unequivocal

2.0 COMPANY INFORMATION

- 2.1 VENDOR must identify type of chemical supply company—manufacturer or distributor.
- 2.2 VENDOR must provide a brief history of the company, including present ownership and key management individuals. Describe any anticipated or existing changes in overall corporate management ownership.
- 2.3 VENDOR must list all applicable:
- a. Location of Corporate Headquarters
 - b. Location of Divisional Offices
 - c. Location of Processing Plant(s) and Distribution Center(s)
- 2.4 VENDOR must list any pending litigation and the nature of the litigation.
- 2.5 **References**
VENDOR must submit five (5) most recent references where supplied Chemicals and conditions are the same or comparable to ReWa's. The reference information should include: Supplied Chemical name, UOM, Delivery Approach, Company Name, Contact Name, E-mail Address, and Contact Phone Number for each reference.

At least three (3) references will be contacted.

References for chemicals for ReWa shall not be considered.
- 2.6 **Financial Status**
VENDOR must submit the most recent audited financial statements. Include, at a minimum, balance sheets and income statements for 2016.

3.0 SUBMITTALS & INQUIRIES

- 3.1 All submittals shall be provided in 8.5" x 11" format with all standard text no smaller than 11 point. Each VENDOR shall submit one (1) original and three (3) copies of their bid, as well as one (1) electronic copy of their bid on a CD carrier or on a jump drive.
- 2.2 For every document that VENDORS submit in response to or with regard to this solicitation or request, VENDORS must separately mark with the word "CONFIDENTIAL" on every page or portion thereof that VENDORS content contains information that is exempt from public disclosure because it is either a trade secret or privileged and confidential information.
- 2.3 It is imperative that bids be complete and contain the information requested. In the interest of performing a thorough and timely evaluation of all bids received, ReWa requests that **all bids be submitted in the following format:**

- a. Bid Form with Proposed Price by desired unit of measure (bulk or deliverable container size).
- b. List of proposed delivery equipment.
- c. Handling of Safety and Training as per Section I (2.4).
- d. Emergency Response Procedures and Emergency Phone Numbers as per Section I. (2.5).
- e. Company Information as per Sections II. (2.1 – 2.4).
- f. References as per Section II (2.5).
- g. Financial Information as per Section II (2.6).
- h. Instructions to Respondents Form acknowledging all Addenda.

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 421 08/16/2018 Sodium Hydroxide (Caustic Soda) 25% for ReWa Water Resource Recovery Facilities

Bids shall be publicly opened and only the names and bid prices disclosed at the **bid opening on August 16, 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 August 8, 2018 at 5:00 p.m.** local time. ReWa will not be responsible for or bound by an oral instruction made by an employee(s) of ReWa regarding this bid.

4.0 VENDOR TERMS AND CONDITIONS

- 4.1 **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) have 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.
- 4.2 **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.

- 4.3 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.
- 4.4 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.
- 4.5 References:** ReWa requires responders to list the most recent references, names, addresses, e-mail addresses, and telephone numbers of contact persons for companies with whom the respondent has provided similar product, and the dates of the respective deliveries.
- 4.6 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.
- 4.7 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.
- 4.8 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 respondent shall submit one (1) original as well as three (3) copies and one (1) electronic copy of their proposal on a CD carrier or Jump Drive.
- 4.9 Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and posted on the ReWa website at <http://rewaonline.org/resources/vendor/current-solicitations/>. ReWa shall not be responsible for any verbal information given by any employees of ReWa in regard to this bid.
- 4.10 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.
- 4.11 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.
- 4.11.1** By submitting a bid for this commodity, you agree to accept payment via ReWa credit card for all purchases made under the contract award from this solicitation. When preparing a bid, electronic payment processing fees shall be included in all unit prices. No price increases shall be permitted for accepting electronic payment from ReWa.
- 4.12 Federal, State and Local Laws:** The VENDOR assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the VENDOR 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, VENDOR 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 VENDOR and its subcontractors or sub-subcontractors; or (b) that VENDOR 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." VENDOR agrees to include in any contracts with its subcontractors 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.

- 4.13 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.
- 4.14 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 VENDOR'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 VENDOR or by any other proper and lawful means. All deductions from any money due to the VENDOR are to be as liquidated damages and not as a penalty. It is ReWa's intent to give the VENDOR 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 VENDOR 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 VENDOR.
- a. For use of ReWa's forces – actual cost involved.
 - b. For use of another VENDOR – the amount charged by said VENDOR. 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 Engineer's services – the amount charged by said Engineer per (b.) above.
- 4.15 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.
- 4.16 Default:** In case of default by VENDOR ReWa may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due by the VENDOR or by proceeding against the VENDOR'S performance bond, if any, and/or by suit against VENDOR.
- 4.17 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 VENDOR 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 VENDOR 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 VENDOR only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

- 4.18 Termination for Convenience:** ReWa may terminate for convenience any contract resulting from this solicitation by providing 90 (ninety) calendar days advance written notice to the VENDOR.
- 4.19 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.
- 4.20 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.
- 4.21 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.
- 4.22 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).
- 4.23 Indemnification:** The VENDOR 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 VENDOR, 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.
- 4.24 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.
- 4.25 Minor Deviations:** ReWa reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected VENDOR.
- 4.26 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 necessary steps to collect any performance surety provided on the applicable contract.
- 4.27 Bidder License Requirement:** The VENDOR 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.
- 4.28 Conflict of Interest Statement:** The VENDOR may become involved in situations where a conflict of interest could occur due to individual or organizational activities within ReWa. The VENDOR, by submitting a bid, is in essence assuring ReWa that his company, and/or SUBCONTRACTORS, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.
- 4.29 Contracts:** ReWa reserves the option to prepare and negotiate its own contract with the VENDOR, giving due consideration to the stipulations of the VENDOR'S contracts and associated legal documents. VENDORS should include with their submittal a copy of any proposed standard contract.
- 4.30 Bidder Liability:** The VENDOR 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 VENDOR 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 VENDOR and any SUBCONTRACTOR. The VENDOR 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.
- 4.31 Sub-Contracting:** The VENDOR shall not subcontract any portion of a contract resulting from this solicitation without proper written approval from ReWa.
- 4.32 Non-Collusion:** The VENDOR expressly warrants and certifies that neither the VENDOR 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.
- 4.33 Prohibition of Gratuities:** Neither the VENDOR nor any person, firm or corporation employed by the VENDOR 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.

- 4.34 Publicity Releases:** VENDOR 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 VENDOR 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 VENDOR 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.
- 4.35 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. VENDORS 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.
- 4.36 Contact Limitation:** By submission of a response to this solicitation, VENDOR agrees that during the period following issuance of the solicitation and prior to the statement of intent to award, VENDOR 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.
- 4.37 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: _____

Email: _____

Response signed in writing by

Signature: _____

Printed Name: _____

Title: _____

Response Date: _____

BID FORM

CHEMICALS FOR WATER RESOURCE RECOVERY FACILITIES

	(A)	(B)	(C)	(D)	
Chemical	Concentration (If Applicable)	Per Order Quantity	Estimated Annual Usage	UOM	Price per UOM
A. Sodium Hydroxide (Caustic Soda)	25%	FTL	356	Klb	\$
B. Sodium Hydroxide (Caustic Soda) (Greater than 10,000 lbs but less than 20,000 lbs)	25%	LTL <20KLB	TBD	Klb	\$
C. Sodium Hydroxide (Caustic Soda) Less than 10,000 lbs)	25%	LTL <10KLB	TBD	Klb	\$

D. The Total Bid for all Goods/Services is:

_____ Dollars
 and _____ Cents (\$ _____)

E. Delivery Lead-time: _____ Days

Pay Item Descriptions:

- A.** Costs must include all cost to the OWNER, including those for all associated materials, labor, equipment, tools of the trade and labor, fees, taxes, insurance, bonding, overhead, profit, inspection, transportation, etc.
- B.** VENDOR must include a Material Safety Data Sheet (MSDS) and Technical Data Sheet for each Chemical.

Submitted By:

Company: _____
 Signature: _____
 Printed Name: _____
 Address: _____

 Phone/Fax No. _____
 Email: _____
 Date: _____

REFERENCES

VENDOR must submit 5 (five) most recent references of similar size, scope and approach, one which has been active for a minimum of three (3) years. References for projects performed for ReWa or as a Subcontractor shall not be considered.

1

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____ **Fax:** _____
Email: _____
Chemicals Supplied: _____
Delivery Approach: _____
Service Dates: **Begin Date:** _____ **End Date:** _____
Annual Cost: _____

2

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____ **Fax:** _____
Email: _____
Chemicals Supplied: _____
Delivery Approach: _____
Service Dates: **Begin Date:** _____ **End Date:** _____
Annual Cost: _____

3

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____ **Fax:** _____
Email: _____
Chemicals Supplied: _____
Delivery Approach: _____
Service Dates: **Begin Date:** _____ **End Date:** _____
Annual Cost: _____

4

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____ **Fax:** _____
Email: _____
Chemicals Supplied: _____
Delivery Approach: _____
Service Dates: **Begin Date:** _____ **End Date:** _____
Annual Cost: _____

5

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____ **Fax:** _____
Email: _____
Chemicals Supplied: _____
Delivery Approach: _____
Service Dates: **Begin Date:** _____ **End Date:** _____
Annual Cost: _____