



RENEWABLE WATER RESOURCES

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

**REQUEST FOR BID
for Various Polymers
for Water Resource Recovery Facilities**

REQUEST FOR BID

For Various Polymers for Wastewater Treatment

I. SCOPE OF SOLICITATION AND TECHNICAL INFORMATION

Renewable Water Resources (ReWa) is soliciting sources of supply for various Polymers from raw manufacturers needed in the treatment of wastewater. The purpose of this bid is to establish a firm price source and delivery of Polymers for the ReWa Water Resource Recovery Facilities (WRRFs). Upon award, ReWa intends to enter into a contract for three (3) years with four (4) potential one (1) year renewals upon mutual agreement by the parties. The polymer is to be purchased in accordance with the attached specifications by the ReWa Purchasing Department.

1.0 GENERAL

1.1 Scope

The purpose of this solicitation is to establish sources of supply for the polymer(s) needed in the treatment of wastewater for ReWa for a period of three (3) contract years with an annual renewal up to a total of four (4) years conditioned upon vendor performance and market changes. At the least, 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) years conditioned upon vendor performance and market changes. Multiple contracts may be awarded.

No guarantee is made to the successful bidder as to the total amount of polymer to be purchased per year or over the life of the contract. ReWa reserves the right to purchase sufficient quantities of polymer products from other suppliers, during the term of the contract.

1.2 Price Adjustments

Contract(s) 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 and 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.

Considered price fluctuations (increase or decrease) for potential annual extensions after initial contract term expiration shall be aligned with the annual percentage variance of the average Producer Price Index (PPI) for Plastic materials and resin as published by the BLS.

1.3 Payment Terms

ReWa's payment terms are Net 30 EOM.

1.4 Pricing

Vendor must submit a price sheet for each chemical as specified under Section II 3. "Submittals". Bid price shall be "delivered price" per chemical to all specified locations. No hidden charges will be allowed for the duration of the contract.

2.0 PRODUCT

2.1 Specifications and Safety Data Sheets

VENDOR shall submit complete details and specifications for each chemical, including but not limited to Safety Data Sheets and Technical Data Sheets with the bid and first delivery of each chemical.

Products mislabeled will be rejected. All bags on a sealed pallet must have individual labeling and identification. Totes and drums also must individual labeled and are sealed and damage free.

Products delivered, shall perform equal to or better than, set forth in the Required for Performance Section 2.4. If the material does not comply with the requirements of this specification, or is not identical to the original sample submitted, the vendor will be required to replace all such material at their expense. This includes all cleaning, handling, transportation, and disposal charges.

Random performance testing will be performed by ReWa to ensure all polymers meet the Required Performance of each application with product samples submitted during the trials. Failing to meet Required Performance will result in the rejection of the delivered product and could result in termination of the contract.

Damaged shipments, exposed products, leaking bags, totes or drums shall be returned for credit at vendor's expense.

2.2 Requirements

- 2.2.1 The emulsion/dispersion polymer must remain in light mineral oil with low viscosity in the neat or undiluted form and have at least 39% active solids. The dry polymer must have at least 95% active solids and be free of moisture (when the dry polymer(s) are delivered), debris and other contaminants.
- 2.2.2 Vendor must propose restriction free ordering (**no minimum and no maximum**) order quantities.
- 2.2.3 Viscosity - Products must be compatible with existing polymer system, when made to recommended concentrations.
- 2.2.4 Temperature - Product's effectiveness shall not be altered significantly due to temperatures. Supplier will provide recommendations for storing products to prevent temperature issues.
- 2.2.5 Humidity – Products handling characteristics and effectiveness shall not be altered due to ambient humidity, as long as product is in sealed bag, or closed tote bin or drum.
- 2.2.6 pH - Product must not cause adverse effects when dewatering or thickening sludge.
- 2.2.7 Shelf life – Emulsion products must maintain 100% effectiveness for a period of six (6) months after delivery, in unopened containers. Dry

products must also maintain 100% effectiveness for one (1) year after delivery, in unopened bags. Physical and chemical characteristics of the products shall not change during this period.

- 2.2.8** Dry products – Must not clump in unopened bags; Must not be excessively hygroscopic causing bridging in the make-down systems; and must not cause powdering during normal use. Dry products must not be cut or diluted. If product is not 100% active granular polymer, bidder must state this in writing as part of their bid. This includes, what percent the product is active, and what material, such as urea, salt, polymer fines, etc., are used for diluting the product. If vendor fails to divulge this information prior to bidding, and it is determined that the product is not 100% active, after the bid award, the contractor will reimburse ReWa the same percentage in cost, as the product is diluted, retroactive to the first shipment of product. ReWa reserves the right to terminate the contract if substantial irregularities are found in the polymer.
- 2.2.9** Products and components of products, shall meet the requirements for Non-hazardous materials, according to the guidelines of the Hazardous Waste Act, (effective 11/19/80).
- 2.2.10** Polymer offered in bid must be commercially available in production quantities.
- 2.2.11** No two products, having different characteristics, shall have the same product name or number.
- 2.2.12** Emulsion products must not separate resulting in an excessive layer of surfactant and oil on the surface.
- 2.2.13** Products must not cause an adverse effect, in any way, in the polymer systems, thickening or dewatering systems, or the receiving streams, and particularly, must not cause effluent toxicity violations.

2.3 Polymer(s)

Below listed annual volume is an estimate. Actual annual usage may vary from fiscal year to fiscal year. Fiscal year begins January 1st and ends December 31st.

Source WRRF	Polymer Type	Estimated Polymer Quantity (lbs/yearly)
Durbin Creek WRRF		
1.GBT TWAS Thickening	emulsion/totes	6,900
Georges Creek WRRF		
2.Centrifuge Post Digestion Dewatering	emulsion/totes	4,600
Gilder Creek WRRF		
3. Rotary Drum TWAS Thickening	emulsion/totes	16,100
4. Rotary Drum Post Digestion Thickening	emulsion/totes	41,400
Lower Reedy WRRF		
5. GBT TWAS Thickening	emulsion/totes	20,800
6. GBT Post Digestion Thickening	emulsion/totes	33,280
7. Belt Filter Press Dewatering	emulsion/totes	68,800
Marietta WRRF		
8.Polymer coagulated aid for FC sedimentation	emulsion/drums	9,000
Mauldin Rd WRRF		
9.GBT TWAS Thickening	dry product/bags	20,592
10. GBT Post Digestion Thickening	dry product/bags	36,608
11. Belt Filter Press	emulsion/totes	16,000
Pelham WRRF		
12. GBT TWAS Thickening	emulsion/totes	19,550
13. GBT Post Digestion Thickening	emulsion/totes	39,950
14. Belt Filter Press Dewatering	emulsion/totes	25,500

2.4 Requirements for Polymer Bid Performance for ReWa WRRFs

Durbin Creek WRRF

1. GBT TWAS Thickening - (emulsion polymer totes)

Requirements of polymer feed rate of 20 lbs/ton, minimum thickness requirements 5%, recovery of 95%

Georges Creek WRRF

2. Centrifuge Post Digestion Dewatering - (emulsion polymer totes)

Requirements of polymer feed rate of 98 lbs/ton, minimum dewatered cake of 17%, recovery of 95%

Gilder Creek WRRF

3. Rotary Drum TWAS Thickening - (emulsion polymer totes)

Requirements of polymer feed rate of 33 lbs/ton, minimum thickness requirements 5%, recovery of 95%

4. Rotary Drum Post Digestion Thickening - (emulsion polymer totes)
Requirements of polymer feed rate of 40 lbs/ton, minimum thickness requirements 5%,
recovery of 95%

Lower Reedy WRRF

5. GBT TWAS Thickening – (emulsion polymer totes)
Requirements of polymer feed rate of 13 lbs/ton, minimum thickness requirements 5%,
recovery of 95%

6. GBT Post Digestion Thickening - (emulsion polymer totes)
Requirements of polymer feed rate of 37 lbs/ton, minimum thickness requirements 5%,
recovery of 95%

7. Belt Filter Press Dewatering - (emulsion polymer totes)
Requirements of polymer feed rate of 52 lbs/ton, minimum dewatered cake of 13%,
recovery of 95%

Marietta WRRF

8. Polymer coagulated aid for Final Clarifier sedimentation – (55 gallons drums)
Requirements of polymer feed rate of 3 gals/day, maximum TSS of 10 mg/L in facility
effluent

Mauldin Rd WRRF

9. GBT TWAS Thickening - (dry polymer 50 lb bags) (application # 9 and # 10
must be same product)
Requirements of polymer feed rate of 6.6 lbs/ton, minimum thickness requirements 5%,
recovery of 95%

10. GBT Post Digestion Thickening- (dry polymer 50 lb. bags)
Requirements of polymer feed rate of 15 lbs/ton, minimum thickness requirements 5%,
recovery of 95%

11. Belt Filter Press Dewatering - (emulsion polymer totes)
Requirements of polymer feed rate of 52 lbs/ton, minimum dewatered cake of 13%,
recovery of 95%

Pelham WRRF

12. TWAS Thickening - (emulsion polymer totes)
Requirements of polymer feed rate of 15 lbs/ton, minimum thickness requirements 5%,
recovery of 95%

13. Post Digestion Thickening - (emulsion polymer totes)
Requirements of polymer feed rate of 44 lbs/ton, minimum thickness requirements 5%,
recovery of 95%

14. Belt Filter Press Dewatering - (emulsion polymer totes)
Requirements of polymer feed rate of 58 lbs/ton, minimum dewatered cake of 15%,
recovery of 95%

3.0 DELIVERY

3.1 Location

Delivery of the product by appropriate transportation will be the responsibility of the vendor. Service pick-up and delivery of polymer(s) for this contract will be at the following ReWa WRRFs:

Durbin Creek WRRF

945 Inverary Road
Fountain Inn, S.C. 29681

Georges Creek WRRF

3635 Old Easley Bridge Road
Greenville, SC 29611

Gilder Creek WRRF

2824 East Georgia Road
Simpsonville, S.C. 29681

Lower Reedy WRRF

497 North Harrison Bridge Road
Simpsonville, S.C. 29681

Marietta WRRF

359-A Dacusville Rd. STE 3
Marietta, SC 29661

Mauldin Road WRRF

660 Mauldin Road
Greenville, S.C. 29607

Pelham WRRF

2750 Phillips Road
Greer, S.C. 29651

3.2 Coordination

VENDOR shall coordinate the delivery of polymer(s) during the hours designated by each site in Section 3.5, unless otherwise directed and alternate arrangements are made in advance. Any deviation from these hours must be directly communicated with each site prior to delivery. VENDOR shall propose how VENDOR will provide ReWa with a twenty-four (24) hour, seven (7) days per week emergency response and emergency phone numbers.

3.3 Technical Services

Service calls must be performed as needed, to discuss product efficiency. Process optimization should be performed as needed. In case of emergency, the vendor will be required to provide onsite technical assistance within twenty-four (24) hours of notification of such need.

Failure to meet these requirements could result in the termination of contract.

3.4 Product Deliveries

Polymer deliveries are completed within two weeks for emulsions and four weeks for dry polymer after the order request is received.

3.5 Loading and Unloading

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

Vendor shall have the equipment to move the product or have the product to the back of the truck for removal or a lift gate to delivery barrels in a safe manner. VENDOR is to specify proposed method of delivery for each chemical for each location. No product shall be accepted until a ReWa representative has examined the goods for spills or leakage and authorizes the delivery.

Durbin Creek WRRF – Delivery Hours: 7 am till 3 pm (deliveries after 3 pm by special request only). All totes must be moved to the back of the truck for removal.

Georges Creek WRRF - Delivery Hours: 7 am till 3 pm (deliveries after 3 pm by special request only). All totes must be moved to the back of the truck for removal.

Gilder Creek WRRF - Delivery Hours: 7 am till 3 pm (deliveries after 3 pm by special request only). All totes must be moved to the back of the truck for removal.

Lower Reedy WRRF – Delivery Hours: 7 am till 3 pm (deliveries after 3 pm by special request only). All totes must be moved to the back of the truck for removal.

Marietta WRRF - Delivery Hours: 7 am till noon (delivery by special request only until 4 pm) Polymer barrels must be delivered by trucks with lift gate. There are no docks for unloading.

Mauldin Road WRRF – Deliver Hours: 7am till 4 pm (deliveries after 4 pm by special request only). One (1) loading dock is available for unloading pallets. Loading dock at the Secondary Belt Press is a certified unloading dock with a plate for easy unloading. All pallets and totes must be moved to the back of the truck for removal.

Pelham WRRF – Delivery hours: 7am till 4 pm (deliveries after 4 pm by special request only). Polymer totes must be delivered by trucks with lift gate. There are no docks for unloading.

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 10 (ten) working days from the date of award. VENDOR will provide Owner a minimum of 30 days advance notice in the event of the insurance policies or insurance policy is canceled. SUB-VENDORS 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 each accident 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

\$ 1,000,000 Per Occurrence Over Primary Insurance
\$ 2,000,000 Annual Aggregate

Worker's Compensation/Employer's Liability

Coverage A State of South Carolina Statutory
Coverage B Employers Liability \$100,000\$500,000

Notice of Cancellation 30 days unequivocal

2.0 COMPANY INFORMATION AND REFERENCES

2.1 Company Information

- 2.1.1 Identify type of chemical supply company - manufacturer and/or distributor.
- 2.1.2 Provide brief history of the company, including present ownership and key management individuals. Describe any anticipated or existing changes in overall corporate management ownership.
- 2.1.3 List all applicable – location of corporate headquarters, -

location of divisional offices, - location of processing plant(s) and distribution center(s).

2.1.4 List any pending litigation and the nature of this litigation.

2.2 References

Vendor must submit 5 (five) most recent references where supplied polymer(s) and conditions are the same or comparable to ReWa. The reference information shall include supplied chemical, UOM, delivery approach, company name, contact name, phone number, and email address of each reference. At least 3 (three) references will be contacted.

2.3 Financial Status

VENDOR must submit the most recent audited financial statements. Include, at a minimum, balance sheets and income statements for 2017.

3.0 SUBMITTALS

All submittals shall be provided in 8.5" x 11" format with all standard text no smaller than 11 letter fonts. Each vendor shall submit 1 (one) original and 4 (four) copies of their bid, as well as 1 (one) electronic copy of their bid on a CD carrier or a thumb drive.

For every document 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 contend contains information that is exempt from public disclosure because it is either a trade secret or privileged and confidential information.

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. Proposed Price by desired unit of measure (bulk or deliverable container size); Please complete and include the Bid Form on Page 20 herein.
- b. Specified period (years) during which proposed price is valid
- c. List proposed delivery equipment
- d. Handling of Safety and Training
- e. Company Information
- f. Financial Status
- g. Please complete and include Instructions to Respondents on Page 19.
- h. Experience References. Please complete and include the Reference Form on Pages 22 - 23.
- i. Bids can be hand delivered or mailed to:

**Renewable Water Resources (ReWa)
Purchasing Department
561 Mauldin Road
Greenville, South Carolina 29607
#427 Polymers RFB**

4.0 INQUIRIES AND DUE DATES

4.1 **Mandatory Pre-Bid Meeting January 22, 2019 at 10:00 a.m.**

Renewable Water Resources (ReWa)
Administration Building
561 Mauldin Road, Greenville, South Carolina 29607
Instructions for Jar Tests will be given at this time.

4.2 The bid form will contain a qualified polymer product, listed by manufacturer's name, the name of the product that was qualified, and meeting the requirement of the application. Each bidder will provide a price per pound for their products. The estimated annual usage (column A) is multiplied by the unit price bid (Column B) and will yield total annual price of polymer for the application. The price per pound will include freight cost, from source to destination, as well as any special handling cost or equipment to utilize the product.

4.3 The closing date for inquiries on the project or requests for additional information is **January 28, 2019 at 5:00 p.m.** All questions 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 All questions and inquiries will be answered in an Addendum to be published no later than January 30, 2019. ReWa will not be responsible for or bound by oral instructions made by an employee(s) of ReWa regarding this bid.

4.4 **Bid Opening and Award**

The Bid Opening is February 5, 2019 at 2:00 p.m.

Renewable Water Resources (ReWa)
Administration Building
561 Mauldin Road, Greenville, South Carolina 29607

Bids shall be publicly opened and read aloud at the bid opening. 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.

5.0 **VENDOR TERMS AND CONDITIONS**

5.1 **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.

5.2 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.

5.3 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.

5.4 References

ReWa requires responders to list the most recent references, names, addresses, telephone numbers and email addresses of contact persons for companies with whom the respondent has performed or provided similar service or product, and the dates of the respective project completions.

5.5 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.

5.6 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.

5.7 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 letter fonts.

Each vendor shall submit 1 (one) original and 4 (four) copies of their bid, as well as one (1) electronic copy of their bid on a CD carrier or thumb drive.

5.8 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.

5.9 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.

5.10 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.

5.11 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 ReWa upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to vendor and its sub-vendors or sub-vendors; or (b) that vendor and its sub-vendors or sub-vendors 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 subcontractor's language requiring its subcontractors to comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

5.12 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 agency.

5.13 Deduction and Holdbacks

In addition to ReWa's right of termination, 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 delivery 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.

5.14 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.

5.15 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.

5.16 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 will be effective not less than 10 (ten) days or not more than 90 (ninety) days after receipt of such notice from not less than 30 (thirty) days or not more than 60 (sixty) days after receipt by ReWa from the vendor. Receipt of

notice by one party to terminate the contract will 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 deliveries satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

5.17 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.

5.18 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.

5.19 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.

5.20 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.

5.21 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).

5.22 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, it's officers, agents and employees.

5.23 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.

5.24 Minor Deviations

ReWa reserves the right to negotiate minor deviations from the prescribed terms , conditions and requirements with the selected vendor.

5.25 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 offers ReWa the same pricing schedule;
- d. Take the necessary steps to collect any performance surety provided on the applicable contract.

5.26 Vendor 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.

5.27 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.

5.28 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.

5.29 Vendor 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.

5.31 Sub-Contracting

The vendor shall not subcontract any portion of a contract resulting from this solicitation without proper written approval from ReWa.

5.32 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.

5.33 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.

5.34 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.

5.35 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.

5.36 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.

5.37 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: _____

Unit #	Source WRRF	Polymer Type	Polymer Name	A	B	Total Bid Price = (A x B)
				Estimated Polymer Quantity (lbs./yearly)	Unit Price	
Durbin Creek WRRF						
1	GBT TWAS Thickening	emulsion/totes		6,900	\$	\$
Georges Creek WRRF						
2	Centrifuge Post Digestion Dewatering	emulsion/totes		4,600	\$	\$
Gilder Creek WRRF						
3	Rotary Drum TWAS Thickening	emulsion/totes		16,100	\$	\$
4	Rotary Drum Post Digestion Thickening	emulsion/totes		41,400	\$	\$
Lower Reedy WRRF						
5	GBT TWAS Thickening	emulsion/totes		20,800	\$	\$
6	GBT Post Digestion Thickening	emulsion/totes		33,280	\$	\$
7	Belt Filter Press Dewatering	emulsion/totes		68,800	\$	\$
Marietta WRRF						
8	Polymer coagulated aid for FC sedimentation	emulsion/drums		14,400	\$	\$
Mauldin Rd WRRF						
9	GBT TWAS Thickening	dry product/bags		20,592	\$	\$
10	GBT Post Digestion Thickening	dry product/bags		36,608	\$	\$
11	Belt Filter Press Dewatering	emulsion/totes		16,000	\$	\$

Pelham WRRF						
12	GBT TWAS Thickening	emulsion/totes		19,550	\$	\$
13	GBT Post Digestion Thickening	emulsion/totes		39,950	\$	\$
14	Belt Filter Press Dewatering	emulsion/totes		25,500	\$	\$

Total yearly cost = \$ _____

Pay Item Descriptions:

Total Bid Price - 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, and delivery, etc.

VENDOR must include a Safety Data Sheet (SDS) and Technical Data Sheet for each Chemical.

Submitted By – Company: _____

Signature: _____ **Printed Name:** _____

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: _____

Polymer(s) Supplied: _____

Delivery Approach: _____

Service Dates: **Begin Date:** _____ **End Date:** _____

Annual Cost: _____

2

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____ **Fax:** _____
Email: _____
Polymer(s) Supplied: _____
Delivery Approach: _____
Service Dates: **Begin Date:** _____ **End Date:** _____
Annual Cost: _____

3

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____ **Fax:** _____
Email: _____
Polymer(s) Supplied: _____
Delivery Approach: _____
Service Dates: **Begin Date:** _____ **End Date:** _____
Annual Cost: _____

4

Company Name: _____

Contact Name: _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Polymer(s) Supplied: _____

Delivery Approach: _____

Service Dates: **Begin** _____ **End**
Date: _____ **Date:** _____

Annual Cost: _____

5

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Polymer(s) Supplied: _____

Delivery Approach: _____

Service Dates: **Begin** _____ **End**
Date: _____ **Date:** _____

Annual Cost: _____