

Regional Water Resource Agency

Request for Proposals

Bid Name	Bulk Liquid Polymers for Sludge Dewatering Process
Bid Number	2024-18
Bid Opening Date and Time	Wednesday, February 14, 2024 @ 2 pm (local prevailing time)
Bid Type	Non-Public Opening

SCOPE

The Regional Water Resource Agency (RWRA) is seeking a reputable contractor to supply RWRA liquid polymer in bulk for the sludge dewatering process at the Max Rhoads Water Reclamation Facility, 1201 Ewing Road, Owensboro, Ky.

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit a bid for the item(s) specified within.

All Bidders are responsible for reading and complying with the attached specifications.

The Bidder certifies that all exceptions and conflicts to these contract documents have been detailed on the "Bidder's Exceptions, Conflicts and Clarifications" on page 3 of this document.

Pages contained within this bid package shall not be electronically altered. Failure to comply with these instructions may result in the rejection of the Bidder's proposal.

BIDDER'S INFORMATION:

Company's Legal Name: _____

Address: _____

City, State & Zip Code: _____

Telephone Number: _____

Fax Number: _____

Authorized Email Address: _____

Authorized Signature: _____

Printed Name: _____

Bidder's Exceptions, Conflicts and Clarifications

The Bidder acknowledges the following Addenda issued prior to Bid Opening Date:

If there are no exceptions taken, please CHECK and INITIAL the line below.

NO EXCEPTIONS: _____

If exceptions are taken to the bid, please complete the following page, identifying each exception.

The Bidder certifies that he agrees to all provisions of the bid documents, unless exceptions are specifically and clearly listed on the attached pages of this document and identified as exceptions.

Exceptions to the bid specifications should be noted by number on the appropriate specification sheet and those exceptions are to be explained in the attached pages.

Any and all exceptions to the bid proposal must be spelled out in writing on the attached pages; this includes any exception in the Bidder's "Terms and Conditions". The Bidder's printed "Terms and Conditions" are not considered specific exceptions.

Exceptions NOT listed on the attached RWRA Document will not be taken into consideration; this includes the Bidder's attachments, documents, and/or terms and conditions.

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the attached RWRA document.

Copies can be made of the RWRA Exceptions document if additional space is needed.

Bidder acknowledges that ALL exceptions have been included on the "RWRA Specifications" page(s).

Date: _____

Company Name: _____

Company Representative: _____

Bidder's Exceptions, Conflicts and Clarifications

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the RWRA provided document. Copies of this page may be made if additional space is needed.

Vendor's Statements Pursuant to KRS 45A.343 and KRS 45A.395

KRS 45A.343:
The undersigned, as a duly authorized officer of _____ pursuant to KRS 45A.343 states:

1. To the best of my knowledge, information and belief, _____ has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 that apply to it within the five year period preceding this statement.
2. _____ acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to it for the duration of the contract to be entered into with Regional Water Resource Agency.
3. _____ acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 or to comply with the applicable provisions of those statutes for the duration of the aforesaid Contract, such shall be grounds for Regional Water Resource Agency to:
 - a. Cancel its contract with _____, and
 - b. Disqualify _____ from eligibility for future contracts awarded by Regional Water Resource Agency for a period of two years.

KRS 45A.395:
The provisions of KRS45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder. The undersigned, individually and as the _____ (title) of _____ (bidder or offeror) states under penalty perjury that neither he (she), not, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that his conduct is of that nature or that circumstance exists.

(Company Name)

(Signature) (Title)

(Typed or printed name)

This the _____ day of _____, 20_____.

Prohibition of Conflicts of Interest, Gratuities, Kickbacks and Use of Confidential Information

Kentucky law prohibits conflicts of interest, gratuities, kickbacks and the use of confidential information with regard to any public contract or a solicitation or proposal therefore. The prohibitions are set for in KRS 45A.455 which provides:

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - a. He, or any other member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval or disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition of conflicts of interest, gratuities and kickbacks shall be conspicuously set forth in every local public agency's written contract and solicitation therefore.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person (Enact. Acts 1978, ch. 100, S 92, effective January 1, 1980; ch. 250, S 16, effective April 9, 1980.)

Violation of the statute may result in a fine and/or imprisonment under the provisions of KRS 5A.990.

KENTUCKY PREFERENCE LAWS

The scoring of bids/proposals is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.**

Reciprocal preference for Kentucky resident bidders

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary] My commission expires: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- 1. Is authorized to transact business in the Commonwealth;
- 2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____ (Affiant) _____ (Title)

of _____ this ____ day of _____, 20__.

(Company Name)

Notary Public _____

[seal of notary] My commission expires: _____

INDEMNITY AGREEMENT

_____ (the "Contractor") desires to provide labor and materials to the Regional Water Resource Agency ("RWRA").

RWRA is willing to allow the Contractor to provide labor and materials under the following conditions.

The parties therefore agree as follows:

1. The Contractor shall assume all responsibility and liability for the negligent acts or omissions of its agents, servants, or employees. The Contractor shall be responsible for its employees and shall exercise all dominion, control, and authority over the means and methods used by its employees to perform any work for RWRA or while on RWRA property.
2. The Contractor shall comply with all federal, state, and local occupational safety and health laws and regulations, and local, state, and federal laws and regulations for "Maintenance and Control of Traffic During Construction".
3. To the fullest extent permitted by law, Contractor shall indemnify RWRA, its officers, directors, agents, and employees from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of Contractor's work, but only to the extent caused by the acts or omissions of the Contractor, or anyone employed directly or indirectly by the Contractor, or any subcontractor employed directly or indirectly by the contractor, or by anyone for whose acts any of them may be liable.

The effective date shall be considered the latter of the two dates as listed.

Contractor: _____
Print Name: _____
Signed By: _____
Date: _____

Owner: RWRA
Print Name: _____
Signed By: _____
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Owensboro (BB) / AssuredPartners NL 1925 Frederica Street Owensboro, KY 42301	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED On Site Contractor (Service Contracts) 1722 Pleasant Valley Road Owensboro, KY 42303	INSURER A : Cincinnati Insurance Company	
	INSURER B : Kentucky League of Cities	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EXAMPLE	7/1/2022	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		EXAMPLE	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		EXAMPLE	7/1/2022	7/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	EXAMPLE	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is listed as additional insured with respect to General Liability, Auto Liability and Excess/Umbrella Liability.

CERTIFICATE HOLDER**CANCELLATION**

Regional Water Resource Agency
 1722 Pleasant Valley Road
 Owensboro, KY 42303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SUBMITTAL CHECKLIST

The following completed documents should be included in your submitted proposal (originals and one copy). Indicate on the first page of each set of documents ‘ORIGINAL’ or ‘COPY’. The original bid documents and the copies shall be submitted in one sealed envelope.

	ADDENDA ACKNOWLEDGEMENT (IF APPLICABLE)
	INVITATION FOR PROPOSAL PAGE WITH BIDDER’S SIGNATURES AND CONTACT INFORMATION (first page)
	EXCEPTIONS, CONFLICTS & CLARIFICATIONS FORM(S) (page 3)
	VENDOR’S STATEMENTS PURSUANT TO KRS 45A.343 AND KRS 45A.395. (page 4)
	PROHIBITION OF CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION (page 5)
	KENTUCKY PREFERENCE AFFIDAVIT (page 6)
	INDEMNITY AGREEMENT (page 10)
	INSURANCE CERTIFICATION (Sample on page 11)
	QUOTATION SHEET (page 18)
	BIDDER’S W-9 FORM
	KENTUCKY RESIDENT AFFIDAVIT PURSUANT TO KRS 45A.494(2)

QUESTIONS:

For all questions regarding these bid documents contact

Tonya Smith
 Purchasing and Administration Manager
 270-297-9009
bids@rwra.org

SUBMIT SEALED BID TO:

Tonya Smith
 Regional Water Resource Agency
 1722 Pleasant Valley
 Owensboro, KY 42303

ALL BIDS MUST BE RECEIVED BY 2pm on Wednesday, February 14, 2024, if received after this time the bid will be returned to Bidder unopened.

Instructions to Bidders

SCOPE

The Regional Water Resource Agency (RWRA) is seeking a reputable contractor to provide liquid polymer in bulk for sludge dewatering. Depending on seasonal or plant changes, a secondary bulk liquid polymer, similar in price, shall be made available in lieu of the original bulk liquid polymer.

Due Date and Time

All bids must be submitted as described within this document to **1722 Pleasant Valley Road, Owensboro, KY 42303, Attn: Tonya Smith, Purchasing Manager, no later than 2:00 pm local prevailing time on Wednesday, February 14, 2024; at this time all bids received will be opened and read. Any bids received after the due date and time will be returned unopened.**

General Compliance

Please read these instructions carefully.

Bid Submission

All pages of the bid shall be signed in ink on the designated signature lines. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

Bidders must provide manufacturer's product literature if available and appropriate with the bid submission.

Quotations must be made on the form provided. An accompanying letter of explanation is acceptable if bidder deems it necessary, but only quotes made on the provided forms will be evaluated.

In case of a discrepancy in the extension of a unit price, the unit price shall govern over the total price.

The signed completed original bid package and copies must be sealed in an envelope with the bidder's name, the bid number, and the bid opening date clearly marked on the outside of the envelope. **The bids shall be addressed and delivered to Regional Water Resource Agency, Attn: Tonya Smith, Purchasing Manager, David Hawes Water Reclamation Facility, 1722 Pleasant Valley Road, Owensboro, KY 42303.**

Bid Copies

When submitting bids, you must include the original signed bid, along with one (1) copy of the entire bid. Indicate on the first page of the bid "ORIGINAL" or "COPY". The original bid and all copies shall be submitted in one envelope.

Taxes

All prices shall be quoted exclusive of any taxes. The RWRA is exempt of all Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to RWRA from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

Bidder's Qualifications

Bidders must demonstrate to the satisfaction of RWRA that he has adequate equipment, personnel, experience and understanding of the specifications to be performed under the contract.

No contract will be awarded to any bidder who, in the opinion of RWRA, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

Delivery

Verbal or written orders will be made by the Process Treatment Manager or designee. The orders will be for a minimum of 42,000 pounds for the Max Rhoads Water Reclamation Facility for liquid polymer. Delivery of chemicals will be accepted from 6:00 a.m. to 4:00 p.m. seven days a week. Suppliers are responsible for arranging this requirement with the delivery company. Unloading of chemical is the responsibility of the successful bidder. RWRA will not be responsible for providing equipment or personnel for unloading operations. RWRA will NOT pay any additional freight or fees for returning to make a delivery that was previously refused.

The chemical is to be shipped by tank truck with its own self-unloading equipment. The connection at the location is a 4" male Camlock fitting. Any delays resulting from the seller's or hauler's inability to connect to the unloading system or not having sufficient equipment to unload shall be at the seller's expense. Shipment of chemical shall conform to all current federal, state and local regulations.

The vendor shall be responsible for maintaining the appropriate spill control materials on the delivery truck. The delivery driver shall be trained on how to safely control and clean up a spill of the truck's contents. The vendor is responsible for any spill due to their negligence. The driver unloading the chemical shall monitor the chemical transfer at all times. The vendor must have the necessary safety equipment present when making deliveries, in compliance with all OSHA requirements. The vendor is responsible for the actions of the delivery personnel while transporting and unloading chemical on RWRA property. Injuries to persons or equipment during delivery shall be the sole responsibility of the vendor.

Prices are to be quoted per pound, including all delivery charges.

Rejection

If the material does not meet the requirements of this contract, the seller may remove the material from the RWRA facility with no payment to the seller, or issue a full refund to RWRA for the price of the rejected polymer.

Safety

Contractors must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the Regional Water Resource Agency, comply with all federal, state and local occupational safety and health laws and regulations. If, in the opinion of the RWRA, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when contractor demonstrates to the satisfaction of the RWRA that conditions are without risk. The Contractor is responsible for any damage to RWRA and/or its employee's property while performing any work under this contract.

Contract Terms/Renewals

The initial term of this contract will be for a period beginning on award of the contract, and ending one year from award date. Upon the mutual agreement of RWRA and the winning bidder, this contract may be renewed for one (1) year, up to four (4) renewals, for a possible total contract term of approximately five (5) years. Such renewal is dependent upon the winning bidder agreeing to maintain the same unit pricing

Cancellation of Contract

In the event that process changes require cessation of use of this material at either or both treatment plants. RWRA reserves the right to cancel this contract without penalty or payment of anticipated profits upon thirty (30) days written notice to the supplier.

Quantities

Bids shall be submitted using pounds as the unit of measure.

Method of Procurement

Competitive Sealed Bidding (KRS 45A.365) will be the method of procurement for the purchase of the item(s) listed herein.

BID AWARD

Bids will be awarded on the basis of low bid price after determination of low cost per ton of sludge treated based on the usage of polymer and cost of sludge disposal as shown in the pilot run.

RWRA reserves the right to reject any and all bids and to waive any irregularities in said bids, and RWRA also reserves the right to award bids based on the best interest and/or most advantageous to RWRA. Award will be made to the lowest responsive and responsible bidder meeting specifications which RWRA determines is the most advantageous based upon the criteria established herein.

Owner's Rights/Termination of Contract:

In the event that any of the provisions of this contract are violated by the Supplier, the Owner may serve written notice upon the Supplier of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after serving of such notice upon the Supplier, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

Insurance Requirements

The Contractor shall furnish the Owner with the certificates evidencing the required insurance coverage, from an "A" or better rated (by AM Best Rating System) insurance company, prior to commencing work. Contractor shall procure and maintain for the duration of this bid insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

Commercial General Liability: Limits of not less than \$1,000,000 combines single limit per occurrence for bodily injury, personal injury and property damage with at least \$1,000,000 annual aggregate.

Commercial Automobile Insurance: Limits of not less than \$1,000,000 combined single limit.

Workers' Compensation and Employers Liability: Workers Compensation limits as required by the Labor Code of the Commonwealth of Kentucky and employers' liability limits of not less than \$1,000,000 per accident.

Excess/Umbrella Liability: Limits of not less than \$3,000,000.

The Regional Water Resource Agency shall be listed as "Additional Insured" in respects to General Liability, Automobile and Excess/Umbrella Liability.

Indemnity Agreement

All contractors shall be required to sign an Indemnity Agreement included in the bid package to be considered for this project.

Compliance with KRS 45A.343 and KRS 45A.395

Attached are statements which must be completed by bidders. These statements are required under the listed statutes and must be completed and submitted with the bid.

Compliance with Applicable Laws/Regulations

Successful bidder must comply with the City of Owensboro/Daviess County ordinances relating to Occupational License Fees, business Licenses, payroll and net profits taxes and any other ordinances which may apply to any particular bid package.

Compliance with Equal Opportunity Statutes

The Regional Water Resource Agency is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. RWRA is also committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of RWRA that he also conforms to all Federal, State and Local equal opportunity statutes. Further, the contractor will reimburse RWRA for any damages incurred due to any violation of the above, mentioned statutes by the contractor while under contract.

Additional Information

Requests for additional information or clarifications of bid specifications should be directed to Tonya Smith, Purchasing Manager, Telephone (270) 297-9009, or by email at bids@rwra.org. All inquiries shall be made no later than three days prior to the bid opening date. Clarifications may be made orally; all alterations, revisions or amendments to the specifications will be made only in writing by means of addenda. Bidders are required to acknowledge receipt of all addenda on the quotation sheet submitted with the bid. Addenda will be emailed to all prospective bidders of record and posted on www.rwra.org website.

Any bidder who receives this bid other than directly from the RWRA shall notify the RWRA that they have received the bid. This will allow the RWRA to notify all bidders of any addenda.

SPECIFICATIONS

Detailed specifications are listed below. All bidders are expected to meet or exceed all specifications. Any bidder submitting a bid, which does not meet or exceed the stated specification is required to identify the specification which is not met, with an explanation for the exception on the "Bidders Exceptions, Conflicts and Clarifications". RWRA reserves the right to consider any listed exception to determine if the exception is of a minor nature, and may be accepted, or if the exception is of such a serious nature that the bid will not be accepted.

Testing

Suppliers are encouraged to conduct a bench test on their products with the sludge at each of the wastewater treatment plants to determine which of their polymers to submit for a pilot test. Bench testing is not limited to any specific number of polymer samples. After the tests, suppliers must provide a minimum of (1) 55-gallon drum of the product (at no cost to RWRA) for a pilot test (trial run) at the Max Rhoads wastewater plant. (A safety data sheet (SDS) shall be provided for each product at the pilot test from the vendor). **Each vendor will be allowed to conduct a pilot test on a maximum of two polymer products at the Max Rhoads Water Reclamation Facility.** The supplier is encouraged to furnish a field representative at the time of the trial run to observe the testing.

Prior to the commencement of any bench or pilot testing at RWRA facilities, the completed Indemnity Agreement (see page 10 of this bid) and SDS sheets for all products must be in file with RWRA.

The pilot tests consist of a 4-6 hour sludge press run using the current liquid polymer product, then switching to the bidder's product. Data will be gathered on polymer usage, sludge cake dryness, gallons of sludge processed, etc. From this data will be derived a mathematical ratio comparison between each test polymer and the control (currently used) polymer from pilot test data with respect to actual polymer costs and taking sludge disposal cost (as a function of cake dryness) into account. When bids are received and opened, polymer cost data will be calculated into the formula to get a final comparison ratio. The low ratio would be determined to be the successful bid.

Bidders are encouraged to contact the Process Treatment Manager as soon as possible to arrange scheduling. Testing is preferred on Wednesdays. **All testing must be completed no later than 3 days prior to the bid opening date.**

Process Treatment Manager: Preston Adkins
Phone: (270) 297-9008
Fax: (270) 687-8447
E-mail: Preston.Adkins@rwra.org

All pilot testing must be completed prior to bid opening.

All pilot test results will be valid for one year.

PRODUCTS CURRENTLY IN USE:

Polydyne Clarifloc CE-2329

Quotation Sheet

Item	Quantity	Description	Brand	Unit Price	Total Price
1	42,000 lbs	Liquid Polymer Max Rhoads Water Reclamation Facility		\$_____	\$_____