



CITY OF GOODYEAR

Offer and Acceptance

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7879

DESCRIPTION OF SERVICES: Water Reclamation Facility Laboratory Supplies

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales):

Arizona Contractor License Number:

Privilege Tax License #

City of Goodyear Business Registration No.:

For clarification of this offer contact:

Name: Michael Adams

Telephone: 602-425-1565

E-Mail Address: madams@usa Blue Book.com

USA Blue Book

Company Name

3781 Burwood Dr

Address

Waukegan

City

IL

State

60085

Zip Code

Sign: [Signature]

Authorized Signature for Offer

Michael Adams

Printed Name

Field Account Manager 1/16/20

Title

Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

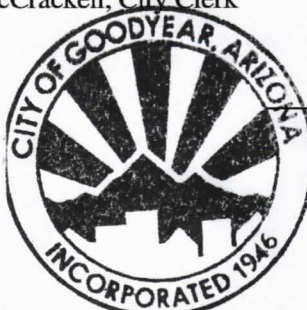
City Manager, City of Goodyear (if applicable)

Attested by:

[Signature of Darcie McCracken]

Darcie McCracken, City Clerk

City Seal



Official File

City of Goodyear, Arizona

Eff. Date: 2/10/20

[Signature of Jacquie Behrens]

Jacquie Behrens, CPPB, Procurement Manager

Approved as to form:

[Signature of Roric Massey]

Roric Massey, City Attorney



City of Goodyear

Request for Quotation

Office of Procurement
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Phone: 623-882-7879

Quotation Number: 20-007

Materials and/or Service: Water Reclamation Facility Laboratory Supplies

Quotation Due Date: January 24, 2020 **Time:** 2:00 pm (Arizona Time)

Mailing Address: City of Goodyear, City Hall Front Desk
190 North Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338

Procurement Specialist: Andrea Nejerres
Phone: 623-882-7879
Email: andrea.nejerres@goodyearaz.gov

VENDOR NOTICE:

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. By your signature below, you are accepting the terms and conditions of this RFQ. **The quotation shall be the best net price, FOB destination, to include all delivery charges, and all applicable taxes.** Delivery schedule and discount for early payment shall be indicated in the spaces provided below.

Return the quotation by the above time and date. Please reference the staff person's name listed above and the RFQ number 20-007 on your mail, email or hand-deliver your response.



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1. REQUEST FOR QUOTATION (RFQ) REVIEW: Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of Offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ. Late offers will not be accepted.

2. QUOTATION FORMS: Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

3. SUBMISSION: Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

4. QUOTE REJECTION: The City reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

5. EXTENSION OF PRICES: In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

6. GOODYEAR PROCUREMENT CODE: The Procurement Code § 3-4 is made a part of this document as if fully set forth herein. Note: A copy of the Goodyear Procurement Code is available on the City of Goodyear website www.goodyearaz.gov.

7. PRICES: The Offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the Offeror believes that certain taxes are payable by the City, the Offeror must list such taxes separately, directly below the bid price for the affected item. The City is exempt from Federal Excise Tax.

8. PAYMENT FOR CITY PURCHASES: A separate invoice shall be issued for each shipment of material or service performed and no payment will be issued prior to receipt of material and or services and correct invoice indicating the correct Purchase Order number. The City will endeavor to pay within 30 days of receipt of a proper billing for goods or services delivered to the location specified in the RFQ.

9. PAYMENT DISCOUNT: Discounts for prompt payment will not be considered in evaluating the price you quote. However, the City shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.



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10. VENDOR TAX ID NUMBER: If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the City of Goodyear before payment will be made.

11. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and costs of litigation), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. SEVERABILITY: If any part of this Contract is found by a court to be unenforceable, the remaining provisions shall, nonetheless be enforceable to the extent allowed by law.

13. TITLE: Title passes to the City for each item at FOB destination.

14. COMPLIANCE: In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and City regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and City taxes.

15. SUITABLE MATERIALS: Unless otherwise specified, all materials, supplies or equipment offered by an Offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

16. SPECIFICATIONS: Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.


17. FIRM OFFER: For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of sixty (60) days from the date of quote opening.

18. QUOTE PREPARATION COSTS: The City is not liable for any costs incurred by the Offeror in quote preparation.

19. CONTRACT FUNDING: Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

20. CONFLICT OF INTEREST: A Council member or employee of the City of Goodyear may not seek to acquire, be a party to, or possess a financial interest in, this contract if Council member or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

21. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this

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RFQ is not permitted unless authorized in writing by the Procurement Manager for the City of Goodyear. Quotes that are conditioned upon the City's approval of an assignment will be rejected as non-responsive.

22. SUBCONTRACTOR(S): Within five (5) working days of notice, the apparent low Offeror must submit a list of the subcontractors that will be used in the performance of the contract. Subcontractors may be added or changed by the contractor if prior written approval is obtained from the procurement officer of the contracting agency. The procurement officer may approve new or different subcontractors at his or her discretion.

23. FORCE MAJEURE: (Impossibility to perform) Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

24. LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

25. CONTRACT TERM: The term of this Contract shall be one (1) year commencing on the effective date, which is the date last signed by both Parties, and may be extended or renewed for consecutive additional one (1) year periods, not to exceed a total of five (5) years, subject to appropriations and mutual agreement of the Parties. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.

26. DEFAULT: In case of default by the contractor, for any reason whatsoever, the City of Goodyear may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

27. DISPUTES: Any dispute arising out of this agreement shall be resolved under the laws of Arizona. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in court for the State of Arizona.

28. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

29. CONTINUATION OF SERVICES – ISRAEL: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defines in A.R.S. § 35-393.



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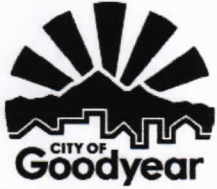
30. ORDER DOCUMENTS: Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The City is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the City under this RFQ. The City of Goodyear Purchase Order is the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.

31. BILLING INSTRUCTIONS: Invoices must be billed address shown on the individual Purchase Order. The City will make payment after it receives the merchandise or service and the invoice.

32. ADD/CHANGE/DELETE: The City reserves the right to add, change, or delete items to meet the City's needs throughout the life of the contract.

33. COOPERATIVE STATEMENT: This Contract shall be for the use of the City. In addition, political subdivisions, nonprofit organizations and public health institutions may in its discretion may participate (piggyback) at on this Contract if the Contractor agrees to do so.

END OF TERMS AND CONDITIONS



City Of Goodyear

Scope of Work

Office of Procurement
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The City of Goodyear Public Works Department is seeking a licensed and qualified vendor to provide all materials listed on the Fee Schedule on an "as needed" basis. Various unique and specialty supplies for the water and wastewater industry, such as, but not limited to, Pump Controls, Level Sensors, Flasks, Pipets, Pumps and Electric motors along with specialized related Laboratory and water system supplies and any related supplies.

END SCOPE OF WORK



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Fee Schedule

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	Product	Unit of Measurement	Price
1	Hach Ammonia TNTplus, Ultra Low Range, TNT830	25/Pack	58.32
2	Hach Ammonia TNTplus, High Range, TNT832	25/Pack	58.32
3	Hach Nitrite TNTplus, Low Range, TNT839	25/Pack	40.45
4	Hach Nitrate TNTplus, Low Range, TNT835	25/Pack	46.75
5	934-AH Glass Fiber Filters, 110mm	100/Pack	113.60
6	Dispenser for Free Chlorine, 10 mL	1000 Test/Pack	179.00
7	Dispenser for Total Chlorine, 10 mL	1000 Test/Pack	179.00
8	pH Buffer Pack, 4L each of 4.00, 7.00, 10.00	Pack	85.75
9	pH Buffer 4.01, (Red)	4L	35.62
10	pH Buffer 7.00, (Yellow)	4L	35.62
11	pH Buffer 10.01, (Blue)	4L	35.62
12	Hach Total Chlorine Reagent Set, Ultra Low Range, 2563000	20 Test/Pack	51.80
13	Sulfuric Acid, 5.25N	500 mL	14.00
14	Kimtech Kimwipes, 1 Ply, 4.4" x 8.4"	280 Wipes/Box	4.78
15	Hach TenSette Pipet, 1.0 to 10.0 mL, Non-Sterile, 1970010	250/Pack	54.15
16	Hach TenSette Pipettor, 0.1-1.0 mL, Non-Sterile, 2185628	1000/Pack	174.75
17	Liqui-Nox Critical Cleaning Liquid Detergent	1 Gallon	56.05
18	Hach SensION +pH/Cond. Electrode 5059, 1m Cable, LZW5059.97.0002	Each	425.00
19	Disposable Nitrile Gloves, Powder Free	100/Box	30.26
20	Hach Total Hardness Drop Test Kit, Model 5-EP, 1-30 ppm, 145400	Each	33.50
21	Silt Density Index kit	Each	802.15
22	Hach DR3900 Spectrophotometer	Each	4500.00
23	Hach Free Chlorine SwifTest Dispenser, 2802300	250 Tests	66.05
24	Hach Free Chlorine SwifTest Dispenser Refill, 2105560	250 Tests	50.20
25	Kimble Heavy Duty Beaker 1000 mL	Each	32.02



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26	Kimble Heavy Duty Beaker 600 mL	Each	17.50
27	Solinst 101-M2 200' P2 Probe Water Level Indicator/Tape	Each	605. ⁰⁰
28	Pre-cut Peristaltic Pump Tube, ISCO Sampler Compatible: 60-9004-157	Each	32. ⁰⁰
29	Hach DR300 Pocket Colorimeter	Each	438.72
30	3/8" Roytronic Tube Ferrule Pack	5/Pack	17.50
31	Drum Level Gauge, 33"	Each	275.50
32	LMI Head for Non-LiquiPro Pumps, Acrylic, 10524.3	Each	261.76
33	LMI Repair Kit for Non-LiquiPro Pumps, High Viscosity, SP-20HV	Each	163.37
34	LNI C9 Series Pump, 192 GPD, 60 PSI, C931-20HV	Each	2029. ⁰⁰
35	Hach SC200 Digital Controller w/(1) Digital Hach Sensor Input, 100-240 VAC, LXV404.99.00502	Each	1800. ⁰⁰
36	Hach LDO Model 2 Dissolved Oxygen Probe, 30'L Cable, 9020000	Each	2024. ⁵⁰
37	Hach Cap Kit for LDO Model 2 Dissolved Oxygen Probes, 9021100	Each	220. ⁰⁰
38	Hach Pole Mount Rail Kit w/Swivel Bracket, 7.5L x 1-1/2" PVC w-1" NPT(F), 9253000	Each	510.15
39	A+ Aloe Powder Free Latex Gloves, High Five	100/Box	N/A
40	Dura-Float Mechanical Switch 20 Suspended NO/NC	Each	63.60
41	Hach HQ30D Single-Input Multiparameter Meter, HQ30D53000000	Each	849.75
42	1" MNPT No Lead Brass Corp Stop, 1/2" Inlet, CPVC Quill	Each	315.95
43	Roto-Float Signal-Duty Float Switch, SPST, NC, Suspended w/Internal Weight, 30' Cable	Each	71.20
44	Roto-Float Signal-Duty Float Switches w/50' Cable, SPST, Normally Open (NO), Suspended (Internal Weight)	Each	82.60
45	Roto-Float Signal-Duty Float Switches w/30' Cable, SPST, Normally Open (NO), Suspended (Internal Weight)	Each	71.20 69.07
46	MarkTime Hour Meter, 120 VAC, 4-Hole Square, 635K	Each	69.07
47	4" Liquid-Filled Gauge, 0-160 psi, SS Case & Stem	Each	65.50
48	Discount off Catalog Prices	Percentage =	4%

END FEE SCHEDULE