


<b>ISSUING AGENCY – CITY OF SCOTTSDALE</b>	
	<b>FORMAL INVITATION FOR BID</b>  <b>CHLORINE TABLETS</b>  <b>IFB #20PB002</b>

<b>CRITICAL DATES</b>	
<b>BID SUBMITTAL DUE:</b>	<b><u>2:00 P.M. LOCAL TIME, JULY 16, 2019</u></b>
<b>QUESTIONS DUE:</b>	<b><u>10:00 A.M. LOCAL TIME, JULY 8, 2019</u></b>
<b>APPROVED ALTERNATE SUBMITTALS DUE:</b>	<b><u>10:00 A.M. LOCAL TIME, JULY 8, 2019</u></b>

<b>SUBMITTAL RECEIPT AND OPENING</b>
<p><b>SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED</b> until the time and date stated above in the CRITICAL DATES section of the solicitation, at the Purchasing Department Front Desk, located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. <b><u>All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.</u></b> <b>LATE SUBMITTALS WILL NOT BE ACCEPTED.</b></p>

<b>INFORMATION REQUESTS</b>
<p><b>Requests for any information relating to this solicitation should be directed to the purchasing staff listed below:</b></p> <p style="text-align: center;">       Karie Ingles, CPPB        Bid &amp; Contract Specialist        480-312-5744  <a href="mailto:kingles@scottsdaleaz.gov">kingles@scottsdaleaz.gov</a> </p> <p>Bidders shall not contact any City of Scottsdale employee, officer, or director other than purchasing regarding this solicitation until after the award of a contract. Any such unauthorized contact may result in bidder being disqualified from further consideration.</p>

<b>INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS</b>
<p>The Instructions to Bidders and General Terms and Conditions for formal solicitations, are listed as attachments A and B as outlined below and shall be downloaded by prospective Bidders as part of the solicitation.</p> <p><b>Attachment A - Formal Solicitation Instructions to Bidders</b> (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).</p> <p><b>Attachment B - Formal Solicitation General Terms and Conditions</b> (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).</p>

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## SECTION 1 - INTRODUCTION



### CHLORINE TABLETS

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#### **A. INTENT**

1. The City of Scottsdale invites sealed submittals for chemicals to be used at City swimming pools and decorative fountains as needed throughout the year.

#### **B. BACKGROUND**

1. The City's current estimated annual usage is 300 fifty-pound bucket containers. On average, the City may order up to thirty (30), fifty (50) pound buckets each month.
2. Unit pricing shall all inclusive, F.O.B destination with no minimum order quantity with delivery on site to our City of Scottsdale designated locations listed below:

Eldorado Aquatic Center, 2301 N. Miller Rd.; 85257

Chaparral Aquatic Center, 5401 N. Hayden Rd.; 85257

McDowell Mountain Ranch Aquatic Center 15525 N. Thompson Peak Parkway.;85260

Nevelson Fountain Storage 3939 N Drinkwater Blvd;85251

Aquatic Maintenance Building, 2857 N. Miller Rd.;85257

## SECTION 2 – STATEMENT OF NEED



### CHLORINE TABLETS

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#### A. SPECIFICATIONS

##### 1. Technical Product Specifications

- a. The referenced brand names identified herein are for chemicals which the City currently utilizes at various locations throughout the City, and are for identification and performance level purposes only, and are in no way intended to limit competition. Requests for approved alternates are encouraged and all submittals will be carefully reviewed and considered.
- b. The following is a list of Pre-Approved manufactures for bidding in this contract. **If the Bidder is supplying products from a different manufacture or product line not listed below, the Bidder must follow the procedure for “APPROVED ALTERNATES” as described in Attachment A - “Instructions to Bidders” Section 7.**

**Pulsar Plus Briquettes Calcium Hypochlorite Tablets (EPA No. 1258-1179)** or approved alternate.

Dry solid hypochlorite mixture containing phosphonobutane carboxylic acid salt additive blended into the product as a scale inhibitor.

<b>Physical Properties</b>	<b>Preferred Range:</b>
Available Chlorine (% by weight)	65
Water (% by weight)	4.0 – 8.5
Iron (% by weight)	0.05
Oxides, heavy metals (% by weight)	.05
Scale inhibitor	0.4 – 0.6
Weight (grams)	6.5 – 7.5
Packing	50# container

- c. All chemicals **shall** conform to National Sanitary Foundation (NSF) Standard 60 and/or appropriate AWWA/ANSI Standards and/or if applicable.
- d. Product supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

## 2. Delivery

- a. All deliveries shall be made on weekdays from 7:00 a.m. to 5:00 p.m. local time, to the following locations:
  - 1) Eldorado Aquatic Center, 2301 N. Miller Road, 85257
  - 2) Chaparral Aquatic Center, 5401 N. Hayden Road, 85250
  - 3) McDowell Mountain Ranch Aquatic Center 15525 N., Thompson Peak Pky. 85260
  
  - 4) Nevelson Fountain Storage, 3939 N. Drinkwater Blvd., 85251
  - 5) Aquatic Maintenance Building, 2857 N. Miller Road, 85257
- b. Any weekend deliveries for all locations are allowable with prior approval of the Contract Administrator or authorized representative.
- c. Deliver in fifty (50) pound pails as requested.

### **B. CONTRACTOR QUALIFICATIONS**

1. The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.
2. The Contractor, without any addition expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.
3. The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontracted services shall be warranted by and be the responsibility of the Contractor.
4. The Contractor shall follow safe working practices and provide their employees the appropriate safety equipment during material delivery and pickup.
5. The Contractor shall provide all Safety Data Sheet (SDS) with every delivery for all chemicals supplied, when requested.
6. The Contractor shall supply all equipment needed to unload bulk chemicals.
7. The Contractor shall inspect the City's storage facilities to insure compatibility with its equipment.

### **C. CONTRACTOR'S RESPONSIBILITIES**

1. The Bidder is encouraged to read the solicitation documents carefully, as the City shall not be responsible for errors and omissions on the part of the Bidder. The Bidder is also encouraged to carefully review their final submittal documents, as the City is not required to make interpretations or correct detected errors in calculations.
2. Bidder shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal and state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

### **D. CITY'S RESPONSIBILITIES**

The Contract Administrator for the resulting contract shall be the Aquatics Maintenance Coordinator, or designee.

## SECTION 3 - SPECIAL TERMS AND CONDITIONS



### CHLORINE TABLETS

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#### 1. **ACCEPTANCE / AGREEMENT**

Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

#### 2. **ADDITIONAL LOCATIONS**

The City of Scottsdale reserves the right to add or subtract to this contract as the need arises due to changes in the amount of locations. In the event the City needs to add to this contract, the pricing for any additions to services shall be applied per the applicable contract unit costs. Any additions or subtractions to the contract shall be done via a written change order and be a **MINIMUM** of thirty (30) days prior to the changes taking effect.

#### 3. **CONTRACT ADMINISTRATION**

The Contract Administrator, as identified in the Statement of Need shall audit the billings, approve payments, establish schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

#### 4. **DELIVERY**

Once a Purchase Order is placed with the Contractor, the Contractor shall complete the work associated with the Purchase Order within thirty (30) days, or as approved by the Contract Administrator.

#### 5. **FREIGHT**

All shipments of goods covered under the scope of this contract are F.O.B. City of Scottsdale. All standard freight and/or delivery charges shall be included in the unit pricing bid herein. The only allowable freight and/or delivery charges shall be if the Contract Administrator specifically requests other than standard freight and/or delivery (e.g., overnight delivery, etc.). special freight charges shall be quoted to and authorized by the Contract Administrator prior to invoicing.

**6. FUEL SURCHARGES**

Fuel surcharges shall NOT be allowable during the term of this Contract.

**7. INSURANCE REQUIREMENTS**

**Insurance Representations and Requirements**

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by The City of Scottsdale, unless specified otherwise in this Contract.

Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance

Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

#### Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, and the U.S. Bureau of Reclamation, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
    - a) Commercial General Liability
    - b) Auto Liability
    - c) Excess Liability - Follow Form to underlying insurance as required.
  2. Contractor's insurance must be primary insurance as respects performance of subject contract.
  3. All policies, except Professional Liability Insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
3. If the Contractor's receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

#### Required Coverage

##### Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate, and a \$1,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

##### Vehicle Liability

If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.



### Workers' Compensation Insurance

Contractor must maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

## **8. INVOICING**

All invoices submitted for work done under the scope of this Contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

## **9. MULTIPLE AWARDS**

If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple contracts as a result of the solicitation process. While multiple awards are possible, the preferred procedure is to make a single award for each commodity or category of commodity.

## **10. PRICE ESCALATION**

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The proposed increased rate shall be based upon presentation by the Contractor and review by the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the U.S. City Average "Consumer Price Index" (C.P.I.) All Items, 1982-84=100 for All Urban Consumers for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics.

## **11. PRICING**

Pricing shall be listed on the Bid Form. Prices quoted by the Bidders shall be applicable during the entire initial term of the Contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Bid Form herein. Bidders failing to comply with this requirement may be declared non-responsive.

All charges associated with this Contract **MUST** be shown on the Bid Form returned by the Bidder or other supporting documentation. Any charges not listed on the Bid Form or supporting documentation submitted with the Bidder's proposal response shall not be allowed during the Contract period and any applicable extensions.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale or differentiated on the Bid Form or other supporting documentation.

## **12. PURCHASING PROCEDURE**

All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the

issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

## **13. QUALITY STANDARDS OF MATERIAL**

If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s)/services(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

## **14. QUANTITY**

The City estimates initially an annual use of three hundred (300), fifty-pound (50 lb.) bucket containers during the initial term of this contract.

The estimated quantities that will be required during the initial term of this Contract are indicated on the Pricing Proposal Form contained herein.

The actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

## **15. TERM OF AGREEMENT**

The term of this Contract shall be for a one (1) year period from the effective date of the contract award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

**16. UNPREDICTABLE MARKET CHANGE**

In the event of an unpredictable change in the market, which affects the then current Contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original Contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

## SECTION 4 – SUBMITTAL PREPARATION REQUIREMENTS



### CHLORINE TABLETS

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**NOTICE:** Bidders are not required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your submittal. Please review the submittal requirements below for the list of information to be included with your submittal.

To constitute a valid responsive bid by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- Offer/Acceptance Document (COS Form)** – Complete Offer portion of the document, signed in ink.
- Bid Form(s) (COS Form)** – Fully completed Solicitation Bid Form(s)
- Reference List (COS Form)** – Fully completed Reference List.
- Subcontractor's List (COS Form)** – Fully completed Subcontractor's List.
- Bidder General Disclosure Form (COS Form)** – Fully completed General Disclosure Form, signed in ink.
- Bidder Litigation Disclosure Form (COS Form)** - Fully completed Litigation Disclosure Form, signed in ink.
- Bidder Questionnaire Form-Company Information (COS Form)** – Fully completed Bidder Questionnaire Form.
- Original Bid / Bid Copies** – Identify and submit one (1) **unbound original**.

### **NOTE:**

“Please ***do not*** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist.”

All submittals are to be completed on the City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.

**SECTION 5 – REQUIRED FORMS**



**CHLORINE TABLETS**

**IFB #20PB002**

**FORMS LIST**

Offer and Acceptance Form

Bid Form

Bidder General Disclosure Form

Bidder Litigation Disclosure Form

References

Subcontractor List

Bidder Questionnaire- Company Information



**OFFER AND ACCEPTANCE**

City of Scottsdale  
 Purchasing Division  
 9191 E. San Salvador Dr.  
 Scottsdale, AZ 85258  
 Phone: 480-312-5700 – Fax: 480-312-5701

<b>SOLICITATION #</b>	<b>20PB002</b>	<b>SOLICITATION TITLE:</b>	<b>CHLORINE TABLETS</b>
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**OFFER**

**TO THE CITY OF SCOTTSDALE:**  
 The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Bidder's signature on this Offer form certifies that he has read; understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non-Collusion and all Federal and Arizona State Immigration Laws.

<b>OFFER MADE - COMPANY INFORMATION</b>		<b>FOR CLARIFICATION OF THIS OFFER, CONTACT:</b>	
Company Name		Printed Name	
Address		Title	
City	State	Zip	Phone
Signature for Bidder		Date	Fax E Mail
Printed Name and Title of Authorized Signatory		Address ( if different from Company info )	
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip ( if different from Company info )	

**ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD**  
 (for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 20PB002**

The contract consists of the following documents: 1) Solicitation # 20PB002 and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment\_\_\_\_\_, dated\_\_\_\_\_.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order :  Payment Bond  Performance Bond,  Insurance Certificate(s),  I.R.S. Form W-9/Taxpayer ID No. & Certification,  other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22 <sup>nd</sup> day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.	<b>City of Scottsdale</b> , a municipal corporation Offer Accepted and Awarded this _____ day of _____, 201__
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Risk Management issues reviewed and approved as to form _____, 201__ by City of Scottsdale Risk Management Director	Robert Schoepe, CPPPO Or Designee _____ As City of Scottsdale Purchasing Director
Recommended award approved _____, 201__ by City of Scottsdale Contract Administrator	



**CHLORINE TABLETS**  
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**The Unit Prices listed on the Bid form shall be inclusive and include all pertinent additional fees normally associated with this type of service.**

Item	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	50# Bucket of Calcium Hypochlorite Tablets per Specifications.  _____ (Name of Product)	300	EA	\$ _____	\$ _____

**\*\*TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

**DELIVERY DESTINATION**

- Delivery Locations:
- Eldorado Aquatic Center, 2301 N. Miller Road, 85257
  - Chaparral Aquatic Center, 5401 N. Hayden Road, 85250
  - McDowell Mountain Ranch Aquatic Center 15525 N., Thompson Peak Pky. 85260
  - Nevelson Fountain Storage, 3939 N. Drinkwater Blvd., 85251
  - Aquatic Maintenance Building, 2857 N. Miller Road, 85257
1. Delivery terms are F.O.B. destination.
  2. Delivery will be completed within \_\_\_\_\_ days after receipt of Purchase Order.
  3. Prices quoted herein are effective through completion of delivery against this Contract.

**ADDENDA**

The Bidder hereby acknowledges that his bid pricing is based on all of the addenda that were issued by the City prior to opening of this bid.

NO BID: If no bid please state reason:  
 \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**BIDDER GENERAL DISCLOSURE FORM**



**CHLORINE TABLETS**

**IFB #20PB002**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

**Debarment / Suspension Information** – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If “YES”, in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

**Surety Information** – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If “YES”, in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

**Bankruptcy Information** – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If “YES”, in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**COMPANY NAME:** \_\_\_\_\_



**BIDDER LITIGATION DISCLOSURE FORM**



**CHLORINE TABLETS**

**IFB #20PB002**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**COMPANY NAME:** \_\_\_\_\_

**REFERENCES**



**CHLORINE TABLETS**

**IFB #20PB002**

List minimum of three (3) Arizona Municipality or government customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Invitation for Bid, during the past three years. Include the length of any contracts listed. Bidders may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Bidders under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

**Company Name:** \_\_\_\_\_

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_ Date of Service: \_\_\_\_\_

Type of Service Provided: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_ Date of Service: \_\_\_\_\_

Type of Service Provided: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_ Date of Service: \_\_\_\_\_

Type of Service Provided: \_\_\_\_\_

**YOUR COMPANY NAME:** \_\_\_\_\_

**SUBCONTRACTOR'S LIST**



**CHLORINE TABLETS**

**IFB #20PB002**

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: \_\_\_\_\_ LICENSE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON/TELEPHONE#: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EXTENT OF WORK: \_\_\_\_\_

NAME: \_\_\_\_\_ LICENSE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON/TELEPHONE#: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EXTENT OF WORK: \_\_\_\_\_

NAME: \_\_\_\_\_ LICENSE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON/TELEPHONE#: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EXTENT OF WORK: \_\_\_\_\_

NAME: \_\_\_\_\_ LICENSE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON/TELEPHONE#: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EXTENT OF WORK: \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**BIDDER QUESTIONNAIRE – COMPANY INFORMATION**



**CHLORINE TABLETS**

**IFB #20PB002**

**COMPANY INFORMATION**

Company Local Office Physical Address \_\_\_\_\_

Office Daytime Phone Number \_\_\_\_\_

Office Fax Number \_\_\_\_\_

Telephone Ordering Phone Number(s) \_\_\_\_\_

Company Email Address \_\_\_\_\_

Company Operating Hours (Monday – Friday) \_\_\_\_\_

Company Hours (Saturday) \_\_\_\_\_

**NAME OF MAIN CONTACT**

*(assigned to this contract)* \_\_\_\_\_

Office Phone Number of Main Contract \_\_\_\_\_

Cellular Phone Number of Main Contact \_\_\_\_\_

Email of Main Contact \_\_\_\_\_

**NAME OF COMPANY MANAGER**

Office Phone Number of Company Manager \_\_\_\_\_

Email of Company Manager \_\_\_\_\_

After Hour/Emergency Phone Number(s) \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

**SECTION 6 - ATTACHMENTS**



**CHLORINE TABLETS**

**IFB #20PB002**

- A. INSTRUCTIONS TO BIDDERS – Shall be downloaded as part of this solicitation**
- B. GENERAL TERMS AND CONDITIONS - Shall be downloaded as part of this solicitation**