Deadline 6/30

CITY OF SOUTH JORDAN

GRAMA Record Request

Fax: 801-254-3393

SOUTH JORDAN UTAH

The following form should be completely filled out and returned to the City Recorder's office. The City is allowed 10 business days in which to respond to your request. Presently, South Jordan City Charges .25¢ per page. The City may assess other fees for records compiled in a form other than that maintained. Research or Services Fee may be charged as provided by Utah Code 63G-2-203.

Requestor's Name: Chris L. Seal

Address: [redacted] City: SLC

State: Ut Zip: 84104 Daytime Phone: [redacted] Fax: [redacted]

In accordance with the Governmental Records Access Management Act, I am seeking the following record(s) **specifically described as:**

The Bids Submitted by Western Waterworks and HD Supply for the Fire Hydrant Bid on 6-20-2016

which I believe are collected, filed and/or used by the City of South Jordan, 1600 W. Towne Center Drive, South Jordan, Utah 84095 (801) 254-3742.

X I would like to view/inspect the record(s).

X I would like to receive a copy of the record(s) described above. I understand that the City charges a fee for copies of records and the copies will be provided subject to fees being paid. I authorize cost of up to $ 10.00. If costs are greater than the amount I have specified, I further understand that the office will contact me and will not respond to a request for copies if I have not authorized adequate costs.

Chris L. Seal — Signature

6-21-2016 — Date

CITY'S RESPONSE TO RECORD REQUEST – FOR OFFICE USE ONLY

✓ APPROVED – Requestor notified on June 27, 20 16

___ DENIED – Written denial sent on ___, 20__

___ Requestor notified that this office does not maintain record; and, if known, was also notified of name and address of agency that does maintain record on ___, 20__

___ Extension of time for extraordinary circumstances. Required notice sent ___, 20__

COPY FEES: $ 1.75 If waived, approved by: ___

HD Supply Bid – 3 Pages
Western Water Works Supply Co – 4 Pages
7 Pages total

SOUTH JORDAN
UTAH

Request for Quote Email

City of South Jordan invites you to bid on supplying Fire Hydrant Parts as listed below. Please email your quote to Purchasing Department at purchasing@sjc.utah.gov to be considered. If you cannot quote this item(s), please reply and indicate why not.

To be considered, respond to this email before the due date and time. If you have any questions concerning these specifications, please email purchasing@sjc.utah.gov.

All quotes must be received by email no later than June 20th by 3:00 pm. Quotes received after this time will not be valid.

1. Vendors are to quote as per the item description and quantity.
2. Include shipping/delivery costs in quote price, FOB Destination, Net 30.
3. Prices quoted must be valid for at least a 30-day period.
4. South Jordan City's Terms and Conditions shall be adhered to.
5. Vendors responding with changes to the quote or to the City's terms and conditions do so at their own risk of not being considered responsive to the solicitation.
6. The successful vendor will receive a Purchase Order and shall not consider this quote request an ordering document.
7. South Jordan City reserves the right to reject any or all quotes.
8. The quote is a public document after an award is made and no information submitted shall be considered confidential or protected.

Item Description

1.	4	5'0" flanged hydrant
2.	3	4'6" flanged hydrant
3.	1	6'0" flanged hydrant
4.	2	4'0" flanged hydrant
5.	3	5'6" flanged hydrant
6.	30	6" fl bolt pks
7.	25	valve box bottoms
8.	25	valve box top

Please Note: Delivery is critical and must be made no later than July 15th. If delivery is different for a specific item, please specify in the quote.

Total Quote Amount

$ 24,960.00

Vendor Name:
Vendor Contact Person:
Phone Number:

Signature: Chris L. Seal

From: Western Water Works Supply Co.
Contact: Joey Wilson
Phone: (801)888-4734

SOUTH JORDAN
UTAH

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Please Note: Delivery is critical and must be made no later than July 15th. If delivery is different for a specific item, please specify in the quote.

Total Quote Amount

$ **24,958.90**

Vendor Name: Western Water Works Supply Co.
Vendor Contact Person: Joey Wilson
Phone Number: (801)888-4734

Signature: _____

****See attached quote for unit pricing****

PROPOSAL

PROPOSAL ID	QUOTE NO.	DATE
SOUTH JORDAN HYDRANT	29566	06/16/16

PREPARED FOR: CITY OF SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095

CONTACT: NEIL
PHONE NO: (801)254-3742/
E-MAIL:

PROJECT NAME
FIRE HYDRANTS QUOTE JUNE 2016
AGENCY
SOUTH JORDAN CITY
PREPARED BY
Joey Wilson
PHONE NO.
8018884734
E-MAIL
joey@wwwsco.com
SALES REP
WILSON
E-MAIL
joey@wwwsco.com

Smooth Running Jobs

www.wwwsco.com

PROPOSAL SUBMITTED BY:

WESTERN WATER WORKS SUPPLY CO
2015 MILESTONE DR
SALT LAKE CITY, UT - 84104
PHONE: (909)597-7000 FAX: (909)597-7050

SALES TAX IS NOT INCLUDED
****
PLEASE REVIEW THIS PROPOSAL VERY CAREFULLY. THANK YOU FOR YOUR CONSIDERATION
****

****
*WARNING *
****

****
Material costs are unstable. Therefore; we can only hold the prices in this proposal on a 15/30 basis, which means prices are firm for 15 days, and the material must ship within 30 days.

We apologize for the problems this may create, and we are doing the best that we can to manage the situation. Thank you for your understanding.
****

COVER PAGE

As of June 15th, 2013 we will no longer accept returns for Leaded Brass material in accordance with Utah State law coming into effect Jan 2014.

WESTERN WATER WORKS SUPPLY CO

PROPOSAL

2015 MILESTONE DR
SALT LAKE CITY, UT - 84104
PHONE: (909)597-7000 FAX: (909)597-7050

Smooth Running Jobs

PROPOSAL ID	QUOTE NO.	DATE
SOUTH JORDAN HYDRANT	29566	06/16/16

LN#	PRODUCT AND DESCRIPTION		QTY	UM	PRICE	TOTAL
1	A-423-60FL-UT	6X60 HYD FL BURY OL 1-1/2 PENT RED	4	EA	1799.27	7197.08
2	A-423-54FL-UT	6X54 HYD FL BURY OL 1-1/2 PENT RED	3	EA	1759.32	5277.96
3	A-423-72FL-UT	6X72 HYD FL BURY OL 1-1/2 PENT RED	1	EA	1879.01	1879.01
4	A-423-48FL-UT	6X48 HYD FL BURY OL 1-1/2 PENT RED	2	EA	1719.46	3438.92
5	A-423-66FL-UT	6X66 HYD FL BURY OL 1-1/2 PENT RED	3	EA	1839.16	5517.48
6	BNG6	6 BNG SET 150# FLG W/ RED RUBBER GASKET	30	SET	12.09	362.70
7	564A-VB-BOTTOM	VBX BOTTOM 36"	25	EA	28.70	717.50
8	564A-VB-TOP	VBX TOP 16"	25	EA	22.73	568.25
9	BID TOTAL					24958.90

NOTE: THIS PROPOSAL DOES NOT INCLUDE SALES TAX.

Last Page

As of June 15th, 2013 we will no longer accept returns for Leaded Brass material in accordance with Utah State law coming into effect Jan 2014.

PROPOSAL

PROPOSAL ID	QUOTE NO.	DATE
SOUTH JORDAN HYDRANT	29566	06/16/16

Terms and Conditions of Sale:

All products and materials offered for sale are subject to these "Terms and Conditions of Sale." Quoted prices may be subject to a price adjustment after the expiration date noted due to a price adjustment from our vendor. The list of materials described in this agreement, and the quantity shown herein, represents our interpretation of the plans and specifications, if any, and is for estimating purposes only. It is not guaranteed for accuracy or completeness, but is furnished only as a guide. The obligation and the responsibility for ordering correct types and verifying quantities of materials rest solely with the Purchaser.

It is the Purchaser's responsibility to inspect materials for damage or shortage at the time of delivery. Claims for damage or shortage must be acknowledged at the time of delivery. Purchaser shall furnish people and equipment to unload material.

Material may not be returned without our consent and a copy of the invoice or delivery ticket.

a) Standard items normally carried in our inventory and returned in a new condition, may be subject to a restocking charge.
b) Non-standard items (non-stocking) will be subject to a restocking charge and no credit will be given until such credit is received by us from our vendor, less freight.

We shall not be responsible for shipment delays caused by strikes, embargos, fires, accidents, or any other causes beyond our control.

Purchaser agrees to pay in full and according to the terms of the sale as indicated on our invoices which is NET 30 DAYS unless stated otherwise. If Purchaser fails to pay according to terms, Purchaser agrees to pay a late charge at the highest legal rate per month on past due invoices. Should an attorney or a collection agency be employed by us to collect on any debts of the Purchaser, the Purchaser agrees to pay all actual cost of collection, attorney's fees, costs and interest on the past due amount.

Materials are warranted only under the conditions and to the extent that they are warranted by the manufacturer(s). We assume no liability of any kind for any direct or indirect damages including, but not limited to, labor cost, expenses, project delays or any type of consequential damages resulting from the use of the material claimed to be defective.

The terms and conditions of this agreement are the entire integrated agreement between the parties hereto and shall supersede all previous communications, representations or agreements either oral or written between the parties. Any order placed, orally or in writing, pursuant to the terms of this proposal shall be deemed acceptable of its terms, conditions, and pricing.

As of June 15th, 2013 we will no longer accept returns for Leaded Brass material in accordance with Utah State law coming into effect Jan 2014.

Bid Proposal for SOUTH JORDAN - HYDRANTS

CUSTOMER

CITY OF SOUTH JORDAN
10996 SOUTH REDWOOD RD
SOUTH JORDAN, UT 84065
Contact: Neil

Job
SOUTH JORDAN - HYDRANTS
SOUTH JORDAN, UT
Bid Date: 06/15/2016

CONTACT

Sales Representative
Will Riggs
(T) 801-280-8485
(F) 801-280-8446
(E) Will.Riggs@hdsupply.com

HD Supply Waterworks
4052 West 8380 South
West Jordan, UT 84088
(T) 801-280-8485

NOTES

Bid Proposal for SOUTH JORDAN - HYDRANTS

CITY OF SOUTH JORDAN
Job Location: SOUTH JORDAN, UT
Bid Date: 06/15/2016
HD Supply Bid #: 109446

HD Supply Waterworks
4052 West 8380 South
West Jordan, UT 84088
Phone: 801-280-8485
Fax: 801-280-8446

Seq#	Qty	Description	Units	Price	Ext Price
10		**BID QUANTITIES ARE TO BE USED**			
20		**FOR ESTIMATING PURPOSES ONLY.**			
50		**HYDRANTS**			
60	4	5-1/4VO MED HYD 5'B 6FLG 3W OL (2546-5B) W/SBR RUBBER	EA	1,997.83	7,991.32
70	3	5-1/4VO MED HYD 4'6"B 6FLG 3W (2546-5B) OL	EA	1,985.65	5,956.95
80	1	5-1/4VO MED HYD 6'B 6FLG W/SBR RUBBER	EA	2,118.70	2,118.70
90	2	5-1/4VO MED HYD 4'B 6FLG 3WAY	EA	1,941.74	3,883.48
100	3	5-1/4VO MED HYD 5'6"B 6FLG W/SBR RUBBER	EA	2,042.17	6,126.51
110	30	6X1/8 FLG ACC RR RING	EA	9.74	292.20
120	25	564-A BOTTOM #36B F/6855 VB	EA	34.12	853.00
130	25	562-A TOP #16T	EA	22.35	558.75
				Sub Total	27,780.91
				Tax	0.00
				Total	**27,780.91**

TERMS AND CONDITIONS OF SALE("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".

2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.

3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.

4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.

5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.

7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.

8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.

9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.

10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.

11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.

12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.

14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.

15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.