



Bid Waiver Form

Revised 04/2021

Short Description of Goods/Services	Parts for RNG Plant Air Compressor	Total Cost	\$50,000		
Vendor Name	ALGAS SDI INTERNATIONAL	MUNIS #	32445	Req #	
Purchasing Officer	Pete Patten	Date			
Department	Waste & Renewables	Email	Wienkes.Roxanne@countyofdane.com		
Name	Roxanne Wienkes	Phone	608.509.6681		

A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL

Provide a detailed description of the goods/services intended to be purchased:

Algas-SDI will supply critical spare parts required for the Renewable Natural Gas CNG offload system. Attached is a quote summarizing specialized Habonim H28 high pressure valves and rebuild kits anticipated to be purchased in 2022. Actual orders for parts will vary based on need.

Send to a Purchasing Officer Once Completed



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Procurement Exception List

- Emergency Procurement
- Unique and specific technical qualifications are required
- A special adaptation for a special purpose is required
- A unique or opportune buying condition exists
- Only one vendor possesses the unique and singularly available ability to meet the Department's requirements

Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception(s) chosen:

Algas-SDI is a best in class Original Equipment Manufacturer (OEM) supplier of complete CNG depressurization systems, parts, and services. They stock specialty parts domestically for production and service that would otherwise have long lead times (4-16 weeks) due to specifications, country of origin, shipping and customs, and lack of ready stock. Habonim valves and parts used and required at the RNG plant are produced to order and distributed from Israel. Algas-SDI provided critical engineering guidance and sourcing of the Habonim parts in 2021 where other existing vendors were unable to support. If these parts are not readily available or stocked by Dane County to have as spare parts, it could lead to plant shutdown until parts are received.

Bid Waiver Approval (For Purchasing Use Only)

Under \$37,000 (Controller)

\$37,000+ (Personnel & Finance Committee)

Date Approved:

Send to a Purchasing Officer Once Completed



151 South Michigan Street
Seattle, WA 98108
USA

Tel: 1.206.789.5410
Fax: 1.206.789.5414
www.algas-sdi.com

Quotation

Date: 1/4/2022
Quote: 220104TJH01
To: Dane County Department of Waste & Renewables
Attn: Lindsey Carlson
Project: Habonim Valve quotes

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Net Price</u>	<u>Total Net Price</u>
1	8	PN: 20-RK-28W-F-TG-K-PX-K115 Repair kit for 2" 28 series- Delrin, PTFE/Graphite	\$1752	\$14,016
2	4	PN: 20-RK-28W-FGK-PX-W-Y105 Repair kit for existing 2" 28 series WO 6355156- Delrin	\$1752	\$7,008
3	3	PN: 20F28W-666MFTG/2500RTJ-K115 2" Habonim series 28 High pressure firesafe 316 SST ball valve, Hybrid Delrin Seat, PTFE/Graphite body seals, bare stem)	\$9,591	\$28,773
Ex-Works Factory Total:				\$49,797

****Quote Validity: 30 Days**

Unfortunately, due to the volatility in the steel and aluminum markets, validity cannot be maintained beyond 30 days. Mills and foundries are beginning to charge material surcharges which unfortunately must be passed along. Please request an updated price prior to placing an order. Thank you.

All prices in US Dollars
Price does not include freight
Price and delivery quoted Ex-Works Factory, Seattle, WA, 98108
Lead time: 20+ Weeks
Payment Terms: CIA

Payments due prior to shipment and shipping instructions must be received 10 business days prior to the scheduled ship date. Failure to do so will result in a delay with shipment schedule.



**Standard lead time refers to the average non-peak lead time at time of quote. Actual delivery times may be influenced by peak demand from August through December. ASDI will quote to a specific schedule if the "need by" date is specified at time of request for quote.

**All financial terms must be satisfied prior to order processing and shipment

** If commissioning is not purchased Algas-SDI Warranty Policy will be strictly enforced. Please see Conditions of Sale for complete details on the policy.

IF THESE COMMODITIES, TECHNOLOGY OR SOFTWARE ARE EXPORTED FROM THE UNITED STATES, THEY WILL BE DONE SO IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED.

The following ASDI conditions of sale shall apply:

CONDITIONS OF SALE

1. **Contract Terms.** Contract terms for the sale of goods by Algas-SDI International, L.L.C. (Algas-SDI) to the buyer ("Buyer") consist of the terms set forth in Algas-SDI's Price Quote and Order Confirmation, together with the following conditions of sale. Acceptance of Buyer's order is conditioned on Buyer's assent to any portions of these Conditions of Sale that are additional to or different from those stated in Buyer's offer. Unless Buyer notifies Algas-SDI in writing within ten days from the date hereof of any objection to any such additional or different terms, Buyer will be deemed to have assented to such terms. Acceptance by Buyer of any goods referred to on the Order Confirmation without notice of objection will also be deemed to constitute assent to such terms.
2. **Title and Risk of Loss.** Prices are F.O.B. Factory unless otherwise agreed by Algas-SDI in writing on the reverse hereof or otherwise. Title to the goods and risk of loss shall pass to the Buyer upon delivery. The risk of loss passes to Buyer whether or not shipment is made prepaid. Title to the goods to be delivered will not pass to the Buyer until Algas-SDI has received all payments due from Buyer. Claims against the carrier for damage caused during shipment must be made by the Buyer.
3. **Verification of Order Confirmation.** Buyer must review and confirm the accuracy of the Order Confirmation and verify that the quality, quantity and grade of goods listed on the Order Confirmation is satisfactory to Buyer.
4. **Notice of Nonconformity.** Buyer must notify Algas-SDI, in writing, within seventy-two (72) hours after receipt of the goods if Buyer claims that any portion of the goods is damaged, nonconforming or unsatisfactory, or that there are any shortages in the goods as delivered. If Buyer does not notify Algas-SDI of its claim as set forth herein, said claim is waived by Buyer.
5. **Changes.** Change requests that Algas-SDI receives after the date of the Order Confirmation will be effective only upon Algas-SDI's issuance of a change order and Buyer's agreement in writing to the terms of the change order.
6. **Cancellation.** Orders may be cancelled without charge only if Algas-SDI receives written notice by Buyer of the cancellation within five (5) days of the date of the Order Confirmation. In the event of an order cancellation thereafter, Buyer agrees to pay Algas-SDI thirty percent (30%) of the purchase price shown on the Order Confirmation as liquidated damages for all losses incurred by Algas-SDI as a result of the cancellation. Provided, however, that orders requiring special manufacturing are not subject to cancellation after the manufacturing process has begun and Buyer shall be liable to Algas-SDI for the total purchase price shown on the Order Confirmation for the order of specially manufactured goods regardless of any request to cancel.
7. **Payment Terms; Interest.** Payment terms are set forth on the reverse hereof. Any amounts retained from amounts that others owe to Buyer shall not be retained or deducted from the payments due Algas-SDI. Past due amounts are subject to an interest charge at the lower of 1-1/2% per month, which is an annual percentage rate of 18%, or the maximum rate permitted by applicable law.
8. **Default; Seller's Remedies.** If Buyer defaults under the terms of this contract of sale, Buyer agrees to pay all resulting costs and expenses incurred by Algas-SDI, including reasonable attorneys' fees and costs of collection.
9. **Taxes.** Buyer bears the responsibility for, and shall pay, any federal, state, local, or foreign sales, use, or other excise taxes, customs duties, or other similar charges which may be assessed against Algas-SDI in connection with this sale. In the event Algas-SDI is required to pay any such taxes, duties, or charges, Buyer will upon demand reimburse Algas-SDI for the amount paid.



10. **Installation.** All equipment is to be installed and started up by and at the expense of Buyer unless otherwise expressly agreed on the reverse hereof.
11. **Compliance with Export Controls.** Algas-SDI and Buyer hereby acknowledge all equipment, materials, products and goods ("Equipment") is subject to United States of America export and re-export controls, rules, regulations, requirements, sanctions, embargoes, and similar laws ("Export Laws"). Algas-SDI and Buyer each agree that Algas-SDI's sale and /or supply of the Equipment and any related technology or services, as well as the use, transfer, re-export or resale by Buyer of said Equipment, is subject to the Export Laws. Buyer hereby agrees that it fully understands and will comply with all applicable Export Laws. Buyer also agrees that, upon request, it will provide to Algas-SDI all information and documentation deemed necessary by Algas-SDI, at the sole discretion of Algas-SDI, for Algas-SDI to comply with all applicable Export Laws including, but not limited to, any reporting Algas-SDI is required to make to the United States of America, or any governing entity empowered thereby. Further, Buyer agrees to create and maintain records to demonstrate compliance with all applicable Export Laws and to allow any post-sale or post-transfer verification of Export Laws compliance as may be requested by Algas-SDI or the United States of America for a period of not less than five (5) years from the date of delivery of such Equipment. Buyer further agrees to cooperate in any investigation instituted by any entity empowered by the United States of America related to Buyer's and/or Algas-SDI's compliance with the Export Laws.
12. **Warranties; Buyer's Remedies.** Algas-SDI warrants that the goods listed on the reverse hereof are free from defect in material and workmanship under normal use and service. There is no warranty on perishable items, the life of which depends upon care and use normally beyond Algas-SDI's control. Algas-SDI reserves the right to inspect goods that are asserted to be defective to confirm their condition. Any goods covered by this warranty that Algas-SDI determines are defective will be repaired and replaced at Algas-SDI's option, without charge, F.O.B. Factory, within one year from the date of the original installation of the goods or eighteen (18) months from the date of Algas-SDI's shipment of the goods, whichever is earlier. Goods which Algas-SDI determines have been damaged in shipment or by improper installation or operation or abused or tampered with in any way do not qualify for this warranty nor the "repair or replacement" provision contained herein. Algas-SDI cannot and does not warrant that the goods will be shipped on the date specified on Buyer's Purchase Order or Order Confirmation.
13. **Exclusion of Warranties.** THE WARRANTY CONTAINED HEREIN IS IN LIEU OF ANY OTHER WARRANTY OR CONDITION, WHETHER EXPRESSED OR IMPLIED BY STATUTE OR OTHERWISE, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR PURPOSE (WHICH ARE SPECIFICALLY EXCLUDED UNDER THIS CONTRACT), OTHER THAN A WARRANTY OF TITLE.
14. **Limitation of Remedies.** Algas-SDI shall not be liable for any incidental or consequential damages resulting from any breach of warranty or for any damages of any type resulting from late delivery of goods, damage to goods in transit or by any third party, non-delivery of goods or delivery of non-conforming goods. Buyer's sole remedy under this warranty and for any other claim, including without limitation negligence, with respect to the goods listed on the reverse hereof shall be for repair or replacement as expressly set forth herein.
15. **Force Majeure.** Algas-SDI shall not be liable for delay or default in fulfilling any obligations arising hereunder that is caused by strikes, riots, civil commotion, war, embargo, government interference, act of God, or other acts or natural phenomena beyond its reasonable control.
16. **Governing Law; Venue.** This contract and any claims of any nature relating to this contract are governed by the laws of the State of Washington. Regardless of the legal basis of any such claims, and regardless of the nature of the remedy sought, all actions arising out of or in connection with this sale shall be brought exclusively in the State or Federal courts located in King County, State of Washington.
17. **Waiver of Sovereign Immunity.** In the event legal action by Algas-SDI to enforce its rights under this agreement is necessary, if Buyer has the right to claim sovereign immunity Buyer hereby waives that right as to both suit and execution and consents to be sued for breach of this contract of sale and further consents to execution upon all property to which it has title or other legal interests.
18. **Entire Contract.** Acceptance by Algas-SDI of any order, and therefore the imposition of responsibilities by Algas-SDI, is expressly made conditional on Buyer's assent to all Terms and Conditions set forth herein, and this writing shall constitute the entire Terms and Conditions of the contract of sale notwithstanding any different or additional provisions on Buyer's order, unless otherwise expressly agreed in writing by Algas-SDI. The terms set forth herein govern all future dealings between Algas-SDI and Buyer, unless revoked by Algas-SDI. These terms may not be varied, nor may additional terms to be added, without the express written consent of Algas-SDI.