



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 06/20/2017

or Procurement Director Award

Contractor/Vendor Name (DBA): Hach Company (Headquarters: Loveland, CO)

Project Title/Description:

Hach Equipment Parts and Service

Purpose:

Award: Master Agreement MA-PO-17-240. This Master Agreement is for a term of one (1) year in the annual award amount of \$545,600.00 (including sales tax) with four (4) one-year renewal options.

Administering Department: Regional Wastewater Reclamation

Procurement Method:

Pursuant to Pima County Procurement Code 11.12.050, Sole Source Procurement, award of Requisition No. 17-219 is recommended to Hach Company, which has accepted the terms of the County's Sole Source Procurement Agreement.

Hach Company is the Sole Source supplier of service and parts required to maintain warranties on Hach and Hach family brand instrumentation parts and equipment used at County water treatment facilities.

PRCUID: 257412

Attachment: Master Agreement

Program Goals/Predicted Outcomes:

This contract will provide a source for replacement parts and a service maintenance agreement for existing process control instrumentation and laboratory equipment used to process wastewater. RWRD will also be able to purchase and maintain new equipment as necessary to meet active discharge permit requirements.

Public Benefit:

RWRD will maintain required permit parameters for water quality set forth by the Arizona Department of Environmental Quality. This contract will provide the department with the ability to maintain equipment, pass inspections and be in compliance with current local, state and federal regulations.

Metrics Available to Measure Performance:

Process control instrumentation and analytical laboratory equipment accuracy is maintained to required operating specifications by the manufacturer. Staff will monitor service orders and invoices to ensure contractor is compliant with the contract terms.

Retroactive:

No.

Procure Dept 06/07/17 PM 12:01

To: CoB 6-7-17 (1)
pgs. 19

Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 17-240

Effective Date: 6/20/2017 Termination Date: 6/19/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 545,600.00 Revenue Amount: \$ _____

Funding Source(s): RWRD Enterprise

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Michael Warren, Commodity/Contracts Officer *Answer 6/26/17*

Department: Procurement *May 2017* Telephone: 724-3730

Department Director Signature/Date: *[Signature]* *6/5/17*

Deputy County Administrator Signature/Date: *[Signature]* *6/6/17*

County Administrator Signature/Date: *[Signature]* *6/7/17*
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 1700000000000000240

MA Version: 1

Page: 1 of 4

Description: Hach Equipment Parts and Service

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: MICHAEL WARREN
	Phone: 5207243730
	Email: michael.warren@pima.gov

T E R M S	Initiation Date: 06-20-2017
	Expiration Date: 06-19-2018
	[REDACTED]

V E N D O R	HACH COMPANY	Contact: STACI LAMFERS
	2207 COLLECTIONS CENTER DR	Phone: 800-227-4224
	CHICAGO IL 60693	Email: bids@hach.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Allowed
Modification Reason	
This Master Agreement is for a term of one (1) year in the annual award amount of \$545,600.00 with four (4) one-year renewal options.	
Attachment: Sole Source Procurement Agreement	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 1700000000000000240

MA Version: 1

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Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Free Form Line Discount 0.0000 %	UOM	\$0.00	28522	VPN EID 28522	MPN
2	Analyzer, Chlorine Colorimeter Assembly, CI17, 6867000 Discount 0.0000 %	UOM EA	\$418.60	20185	VPN EID 20185	MPN
3	Analyzer, Total Chlorine, Hach CI17, 5440002 Discount 0.0000 %	UOM EA	\$3,118.80	20227	VPN EID 20227	MPN
4	Ball, Mixing, Scrubber,150Pk, 3V0064 Discount 0.0000 %	UOM EA	\$147.20	14873	VPN EID 14873	MPN
5	Board, Thermal CTL/Pwr Junc Assy, 120V,8725, 8725 Discount 0.0000 %	UOM EA	\$1,318.37	18762	VPN EID 18762	MPN
6	Bridge, Ryton Salt, Kynar pvdf, Outer Junction, SB-R1SV-010 Discount 0.0000 %	UOM EA	\$544.64	21176	VPN EID 21176	MPN
7	Cap, Sensor, Replacement, Ldo Probe, 57911-00 Discount 0.0000 %	UOM EA	\$226.32	20235	VPN EID 20235	MPN
8	Cartridge, Membrane, Oxy 1100, 50um, 10Pk, 085G0027 Discount 0.0000 %	UOM EA	\$2,270.56	15570	VPN EID 15570	MPN
9	Cartridge, Sensor, Ammonium Probe, 6188400 Discount 0.0000 %	UOM EA	\$930.12	21563	VPN EID 21563	MPN
12	Controller, AWR Sampler, AS950 Sigma, ACA.CXXX Discount 0.0000 %	UOM EA	\$2,771.96	20190	VPN EID 20190	MPN
14	Controller, Universal, LXV404.99.00552 Discount 0.0000 %	UOM EA	\$1,754.44	20221	VPN EID 20221	MPN
15	Dessicant Bag, 8849 Discount 0.0000 %	UOM EA	\$8.33	14800	VPN EID 14800	MPN
16	Drain, Exhaust Filtration, LZV139 Discount 0.0000 %	UOM EA	\$26.21	21223	VPN EID 21223	MPN
17	Electrode, Special Amtax Sc, LZV070 Discount 0.0000 %	UOM EA	\$800.40	21461	VPN EID 21461	MPN
18	Electrolyte w/ Membrane Caps, 2955300 Discount 0.0000 %	UOM EA	\$207.92	21222	VPN EID 2955300	MPN
19	Interface, 4-20MA, 10PPM, FS Out, 2021 Discount 0.0000 %	UOM EA	\$303.60	15230	VPN EID 15230	MPN
20	Kit, Membrane Replacement, Clt10 Sc, 9180900 Discount 0.0000 %	UOM EA	\$69.41	21491	VPN EID 21491	MPN
21	Kit, O-Ring, Nitrataxplus, LZV426 Discount 0.0000 %	UOM EA	\$111.32	21200	VPN EID 21200	MPN
22	Kit, O-Ring, Solitax, LZV421 Discount 0.0000 %	UOM EA	\$30.31	21186	VPN EID 21186	MPN



MASTER AGREEMENT DETAILS

Master Agreement No: 1700000000000000240

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23	Kit, Rebuild, CL17 Analyzer, 5444301	Discount 0.0000 %	UOM EA	Unit Price \$205.16	Stock Code 20357	VPN EID 20357	MPN
24	Kit, Retrofit, AWRS, 900MAX to AS950, 9504900	Discount 0.0000 %	UOM EA	Unit Price \$210.68	Stock Code 15496	VPN EID 15496	MPN
25	Lamp, Turbidimeter, Low Range, Ge 1720e, 1895000	Discount 0.0000 %	UOM EA	Unit Price \$57.04	Stock Code 21474	VPN EID 21474	MPN
26	Probe, Diss Oxy, Adv LDO Process, Model 2, 9020000	Discount 0.0000 %	UOM EA	Unit Price \$1,763.64	Stock Code 20195	VPN EID 20195	MPN
27	Probe, Filter, SC, LZY140	Discount 0.0000 %	UOM EA	Unit Price \$337.64	Stock Code 21460	VPN EID 21460	MPN
28	Probe, PH, Odor Control Scrubber, PD1P1	Discount 0.0000 %	UOM EA	Unit Price \$760.84	Stock Code 17012	VPN EID 17012	MPN
29	Pump, Sample, 115V, LZY126	Discount 0.0000 %	UOM EA	Unit Price \$1,046.96	Stock Code 21239	VPN EID 21239	MPN
30	Reagent Set, NitraVer X, Test N Tube, 2605345	Discount 0.0000 %	UOM EA	Unit Price \$75.95	Stock Code 20215	VPN EID 20215	MPN
31	Reagent Set, Total Chlorine, Cl17, Indicator And B, 2557000	Discount 0.0000 %	UOM EA	Unit Price \$50.46	Stock Code 21122	VPN EID 21122	MPN
32	Reagent, DPD Total Chlorine, Powder Pillow, 25ml, 1406428	Discount 0.0000 %	UOM EA	Unit Price \$191.36	Stock Code 17266	VPN EID 17266	MPN
33	Refrigerator, Auto Sampler, All Weather, 115 Vac, 3548R	Discount 0.0000 %	UOM EA	Unit Price \$5,051.72	Stock Code 14602	VPN EID 14602	MPN
34	Roller Assy, American Sigma, 1083	Discount 0.0000 %	UOM EA	Unit Price \$244.72	Stock Code 15048	VPN EID 15048	MPN
36	Sensor, Digital Diff, GLI PHD, Ryto, DPD1R1	Discount 0.0000 %	UOM EA	Unit Price \$878.60	Stock Code 20226	VPN EID 20226	MPN
37	Sensor, Nitratax Plus SC, 1MM, LXV417.99.10002	Discount 0.0000 %	UOM EA	Unit Price \$16,159.80	Stock Code 33003	VPN EID 33003	MPN
38	Sensor, Oxygen Reduction Probe, RD1R5	Discount 0.0000 %	UOM EA	Unit Price \$693.68	Stock Code 20355	VPN EID 20355	MPN
39	Sensor, PHD, Ryton, PH-Wide Range, 6Ft Cable W/Adapter, 9181500	Discount 0.0000 %	UOM EA	Unit Price \$646.76	Stock Code 21489	VPN EID 21489	MPN
40	Sensor, Total Chlorine, CLT10 SC, 9150300	Discount 0.0000 %	UOM EA	Unit Price \$1,357.92	Stock Code 21490	VPN EID 21490	MPN
41	Solution, Cleaning, 250ml, 2894246	Discount 0.0000 %	UOM EA	Unit Price \$93.84	Stock Code 21216	VPN EID 21216	MPN
42	Solution, Orp Reference, 200mv, 500ml Bottle, 25M2A1001-115	Discount 0.0000 %	UOM EA	Unit Price \$56.53	Stock Code 21021	VPN EID 21021	MPN



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 1700000000000000240

MA Version: 1

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Line	Description	Discount	UOM	Unit Price	Stock Code	VPN	MPN
43	Solution, Std Cell, Concentrated pH 7.0,25M1A1025-115	0.0000 %	EA	\$64.57	20183	EID 20183	MPN
44	Solution, Std, 0.5mg/l, NH4-N, 2000ml,2514654	0.0000 %	EA	\$79.63	21221	EID 21221	MPN
45	Solution, Std, 2.5mg/l, NH4-N, 2000ml, 2514754	0.0000 %	EA	\$79.66	21238	EID 21238	MPN
46	Solution, Test, Probe, Orp, 200 Mv, 3.5 L, 25M2A1001-123	0.0000 %	EA	\$172.96	20331	EID 20331	MPN
47	Solution, Test, Probe, Orp, 600 Mv, 3.5 L, 25M2A1002-123	0.0000 %	EA	\$172.96	20334	EID 20334	MPN
48	Stabcal Calibration Std, 20 NTU, 1000 mL, 2660153	0.0000 %	EA	\$127.88	20363	EID 20363	MPN
49	Strip, Exhaust Air Cleaning, Copper, LZY138	0.0000 %	EA	\$33.99	21235	EID 21235	MPN
50	Tubing, Pump, Peristaltic, 50 Ft, 4600-50	0.0000 %	EA	\$309.12	20425	EID 20425	MPN
51	Valve, Shut-Off, Full With Plug, American Sigma, 1796	0.0000 %	EA	\$353.28	15583	EID 15583	MPN
52	Hach Field Service Agreement (Jun 2017-Jun 2018)	0.0000 %	EA	\$147,329.00	28522	EID 28522	MPN
53	Lachat Quick Chem 8500 Service (Jun 2017-Jun 2018)	0.0000 %	EA	\$11,867.00	28522	EID 28522	MPN

<p>Pima County Procurement Department Administering Department: Regional Wastewater Reclamation</p> <p>Project: Hach Equipment Parts and Service</p> <p>Contractor: Hach Company PO Box 389, Loveland CO, 80539</p> <p>Amount: \$545,600.00</p> <p>Funding: RWRD Enterprise</p> <p>Pima County Contract No.: MA-PO-17-240</p>	<div style="border: 2px solid red; padding: 5px; margin: 0 auto; width: 80%;"> <p style="color: red; font-weight: bold; margin: 0;">CONTRACT</p> <hr style="border: 1px solid red;"/> <p style="color: red; font-weight: bold; margin: 0;">NO. <u>MA-PO-17-240</u></p> <p style="color: red; font-weight: bold; margin: 0;">AMENDMENT NO. _____</p> <p style="color: red; font-size: small; margin: 0;">This number must appear on all invoices, correspondence and documents pertaining to this contract.</p> </div>
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SOLE SOURCE PROCUREMENT AGREEMENT

1. AUTHORIZATION

Pursuant to Pima County Code section 11.12.050 Sole Source Procurement, Delivery Order ("DO") and Delivery Order-Maximo (DOM) documents are authorized to be issued utilizing the terms and conditions herein, which include Exhibit A – Instrumentation and Pricing (5 pages); Exhibit B – Equipment and Parts Pricing (1 page); Exhibit C – Site Access and Worker Safety (1 page); Exhibit D - Hach Terms and Conditions of Sale (2 pages), all of which are attached to this contract.

2. STANDARD TERMS AND CONDITIONS

Additional terms under this contract. In case of conflict these are superior to terms defined by other contract documents.

A. Not to Exceed Contract Amount, Contract Term/Renewals, and Revisions:

The initial term of the contract will be for a one (1) year period and includes four (4) one-year renewals that may be exercised through the issuance by County to Contractor of a revised Master Agreement ("MA") document.

The annual not-to-exceed dollar amount of the contract is \$545,600.00. Pima County will issue a revised MA document to increase the dollar amount of the contract.

Proposed revisions to the contract shall be made through the issuance by County to Contractor of a revised MA document setting forth the requested changes.

B. Indemnification Clause:

To the fullest extent permitted by law, Contractor shall defend, indemnify, save and hold harmless Pima County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the proportional extent caused by the negligent or wrongful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

It is agreed that, Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Pima County, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for Pima County.

C. Insurance Requirements:

Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

1. Insurance Coverages and Limits:

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

1.1. **Commercial General Liability (CGL)** – Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

1.2. **Business Automobile Liability** – Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

1.3. **Workers' Compensation and Employers' Liability** - Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

Note: The Workers' Compensation requirement does not apply if Contractor is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

2. Additional Coverage Requirements:

2.1. **Claims Made Coverage:** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.2. **Insurer Financial Ratings:** Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

2.3. **Additional Insured:** The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements

2.4. **Waiver of Subrogation:** Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.

2.5. **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).

2.6. **Subcontractors:** Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish,

if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

3. Verification of Coverage:

3.1. Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

- The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
- A notation of policy or SIRs relating to the specific policy, and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.

3.3. Intentionally omitted

3.4. Cancellation Notice: Contractor will not permit or allow its insurance policies and endorsements to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days' advance written notice from the Contractor to the County of the change to the policy(ies). Contractor must provide written notice to County within two (2) business days of Contractor's receipt of notice from any insurer of any of the foregoing events. For cancellation of non-payment, Contractor must provide County with written notice ten (10) days prior to cancellation of policy

4. Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

D. Cancellation for Conflict of Interest:

This Agreement is subject to the provisions of A.R.S. Section 38-511.

E. Compliance with Laws:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern this Contract and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought and maintained in a court of the State of Arizona in Pima County.

F. Non-Discrimination:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract,

CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

G. Non-Appropriation of Funds:

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

H. Public Information:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

I. Legal Arizona Workers Act Compliance:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

J. Israel Boycott Certification

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

3. ADDITIONAL TERMS AND CONDITIONS FOR THIS CONTRACT

A. Pricing & Payment:

1. **PRICING.** Contractor agrees that pricing entered on Exhibits A and B of this contract will remain firm during the initial year of contract term, after which Contractor may submit justification for price increases ninety (90) days prior to renewal date. Contractor guarantees County an **8%** price discount on all items listed in Exhibit B, as well as 8% discount off of current list price at time of order for all other items not included on Exhibit B, excluding Service Agreement items listed on Exhibit A. Contractor agrees to give County the benefit of any price reduction before delivery. Freight terms are F.O.B. Destination & Freight Prepaid and added to the invoice at time of order. Sales tax shall not be included in the unit price.
2. **PAYMENT.** Standard payment terms are **net-thirty (30)** day from the date the valid invoice is received by County and after delivery of goods. Contract agrees not to bill, and County shall not pay, interest, late fees or any charges not included the Contractor's offered prices. Invoices shall be sent to the **BILL TO** address specified on the Delivery Order document.

B. Written Orders:

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order-Maximo (DOM) documents. Order documents will be furnished to Contractor via e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk.

C. Delivery:

Contractor generally guarantees delivery within **30** calendar days after issue date of order. County will recognize exceptions for production lead time. Contractor will deliver to the addresses below:

- **SERVICES** – to plant locations listed on Exhibit A – Instrument List & Pricing
- **MATERIAL** – RWRD, Building 88, 7101 N. Casa Grande Highway, Tucson AZ, 8574

D. Invoice Submittal:
Invoices are to be sent to:

Pima County Finance & Risk Management- Accounts Payable
P.O. Box 791
Tucson AZ, 85701

E. Terms and Conditions of Sale:
Contractor agrees to the partial redaction of terms in Exhibit D as follows:

- SECTION 1. APPLICABLE TERMS & CONDITIONS
- SECTION 3. DELIVERY
- SECTION 5. PRICES & ORDER SIZES
- SECTION 7. LIMITED WARRANTY
- SECTION 14. SITE ACCESS/PREPARATION/WORKER SAFETY...
- SECTION 20. APPLICABLE LAW AND DISPUTE RESOLUTION
- SECTION 21. ENTIRE AGREEMENT & MODIFICATIONS

F. Notices:
Notices regarding this agreement are to be addressed to:

Michael Warren CPPB, Commodity/Contracts Officer
Pima County Procurement Department
(520) 724-3730, michael.warren@pima.gov

IN WITNESS WHEREOF, the parties have approved this Sole Source Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:

Deputy County Attorney **TOBIN ROSEN**

Date

6/2/15

Hach Company



Authorized Officer Signature

KEVIN A. KLAW / PRESIDENT
Printed Name and Title

Date: **01 June 2017**

Solicitation No. 257412

Title: Hach Equipment Parts and Service

EXHIBIT A – INSTRUMENTATION AND PRICING

Instrument	Part #	June 8, 2017 - June 7, 2018			June 8, 2018 - June 7, 2019		
		Qty	Price	Ext Price	Qty	Price	Ext Price
900 Max	FSP900Max	23	860.00	\$19,780.00	23	885.80	\$20,373.40
DR3900	BSPPlusDR3900	4	833.00	\$3,332.00	4	857.99	\$3,431.96
Filtrax	FSPFiltrax	1	2,603.00	\$2,603.00	1	2,681.09	\$2,681.09
Amtax	FSPAmtax	1	1,980.00	\$1,980.00	1	2,039.40	\$2,039.40
CL17	FSPCL17	6	1,073.00	\$6,438.00	6	1,105.19	\$6,631.14
LDO	PMP-LDO-1V	1	407.00	\$407.00	1	419.21	\$419.21
Nitratax	FSPNitratax	13	1,093.00	\$14,209.00	13	1,125.79	\$14,635.27
UVAS	FSPUVASprb	1	1,053.00	\$1,053.00	1	1,084.59	\$1,084.59
Solitax	FSPSolitax	14	963.00	\$13,482.00	14	991.89	\$13,886.46
CLX10	FSPCLX10	0	1,217.00	\$0.00	0	1,253.51	\$0.00
DR3800	PMP-DR3800-1V	3	626.00	\$1,878.00	3	644.78	\$1,934.34
SC100	FSPSC100	0	196.00	\$0.00	0	201.88	\$0.00
SC1000	FSPSC1000	22	239.00	\$5,258.00	22	246.17	\$5,415.74
SC200	FSPSC200	51	225.00	\$11,475.00	51	231.75	\$11,819.25
Refrigeration	FSPREFRIGERATION	18	311.00	\$5,598.00	18	320.33	\$5,765.94
DR2800	BSPPlusDR2800	13	626.00	\$8,138.00	13	644.78	\$8,382.14
1720E	FSP1720E	6	696.00	\$4,176.00	6	716.88	\$4,301.28
Phosphax	FSPPhosphaxSC	1	2,017.00	\$2,017.00	1	2,077.51	\$2,077.51
AN-ISE	FSPANISE	14	3,086.00	\$43,204.00	14	3,178.58	\$44,500.12
SD900	FSPSD900 c only	3	767.00	\$2,301.00	3	790.01	\$2,370.03
Supp Labor	FSPSUPPLABOR	0	0.00	\$0.00	0	9,500.00	\$0.00
	Annual Cost			\$147,329			\$151,748.87

Please Note:

- Field Service Partnership start date is ~~June 8, 2017~~ and expires on ~~June 7, 2019~~, effective upon contract award date, 2017
- Field service coverage will be provided only on the instrumentation quoted under the Service Partnership. Maintenance on additional non-contract analyzers will require a purchase order authorization prior to work being performed.
- If additional instrumentation and/or service is required please contact Sales Development Manager, Rick Bauer @ 925-519-0946.
- After activation, initial service visit will be scheduled with Robert Kraus.



Under the service partnership all listed instrumentation is covered for maintenance and applicable emergency repair. Additional cost will be incurred in the following events:

1. The unit requiring repair is not listed under the service partnership.
2. The instrument has damage caused by maintenance performed by someone other than a Certified Hach Technician.
3. The instrument has damage caused by natural and/or man-made disasters.
4. Instruments listed as "PMP" coverage are covered for preventative maintenance only.

Contract to include the following:

- 3.0% annual price increase
- Ninety day warranty on all Field and/or Bench repairs
- Cancellation allowed on contract anniversary date with 60 days written notice
- All applicable preventative maintenance parts and calibration standards
- All manufacturers recommended preventative maintenance visits
- Free loaner instrumentation for applicable instruments, when available
- Hach will make every effort to respond to emergency repairs within 72 hours
- Certificate of Instrument Performance documentation provided after each maintenance visit
- Field Service Report provided after each maintenance visit
- Free Technical Support number
- Additional Service visits to include quarterly calibrations & verifications on all instruments with the exception of lab and controllers

Payment Schedule

Payment Due Date	Amount Due
June 8, 2017 Contract Award Date (2017)	\$147,329.00
June 8, 2018 Contract Renewal Date (2018)	\$151,748.87

Send Purchase Orders to:

ebauer@hach.com



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Tres Rios		2017		
Instrument	Part #	Qty	Price	Ext \$
900 Max	FSP900Max c only	7	860.00	\$6,020
DR3900		3	833.00	\$2,499
Filtrax	FSPFiltrax	1	2,603.00	\$2,603
Amtax	FSPAmtax	1	1,980.00	\$1,980
CL17	FSPCL17	4	1,073.00	\$4,292
Filter Probe	FSPFilterprobe	1	407.00	\$407
Nitratax	FSPNitratax	13	1,093.00	\$14,209
UVAS	FSPUVASprb		1,053.00	\$0
Solitax	FSPSolitax	11	963.00	\$10,593
CLX10	FSPCLX10		1,217.00	\$0
2100N	FSP2100N		367.00	\$0
SC100	FSPSC100	0	196.00	\$0
SC1000	FSPSC1000	15	239.00	\$3,585
SC200	FSPSC200	46	225.00	\$10,350
Refrigeration	FSPFRIGERATION	10	311.00	\$3,110
DR2800	BSPPlusDR2800	9	626.00	\$5,634
1720E	FSP1720E	3	696.00	\$2,088
Phosphax	FSPPhosphaxSC	1	2,017.00	\$2,017
AN-ISE	FSPANISE	11	3,086.00	\$33,946
SD900	FSPSD900 C only	3	767.00	\$2,301
Supp Labor	FSPSuppLabor	0	0.00	\$0
	Year 1 Price		Total	\$105,634

Avra Valley		2017		
Instrument	Part #	Qty	Price	Ext \$
900 Max	FST900Max	3	860.00	\$2,580
DR3900	BSPPlusDR3900	1	833.00	\$833
Filtrax	FSPFiltrax		2,603.00	\$0
Amtax	FSPAmtax		1,980.00	\$0
CL17	FSPCL17		1,073.00	\$0
LDO	PMP-LDO-1V		407.00	\$0
Nitratax	FSPNitratax		1,093.00	\$0
UVAS	FSPUVASprb	1	1,053.00	\$1,053
Solitax	FSPSolitax		963.00	\$0
CLX10	FSPCLX10		1,217.00	\$0
2100N	FSP2100N		367.00	\$0
SC100	FSPSC100	0	196.00	\$0
SC1000	FSPSC1000		239.00	\$0
SC200	FSPSC200		225.00	\$0
Refrigeration	FSPFRIGERATION	3	311.00	\$933
DR2800	BSPPlusDR2800		626.00	\$0
1720E	FSP1720E	2	696.00	\$1,392
Phosphax	FSPPhosphaxSC		2,017.00	\$0
ANISE	FSPANISE		3,086.00	\$0
Supp Labor	FSPSuppLabor	0	767.00	\$0
			0.00	
	Year 1 Price		Total	\$6,791



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Corona		2017		
Instrument	Part #	Qty	Price	Ext \$
900 Max	FSP900Max	2	860.00	\$1,720
DR3900	BSPPlusDR3900		833.00	\$0
Filtrax	FSPFiltrax		2,603.00	\$0
Amtax	FSPAmtax		1,980.00	\$0
CL17	FSPCL17		1,073.00	\$0
LDO	PMP-LDO-1V		407.00	\$0
Nitratax	FSPNitratax		1,093.00	\$0
UVAS	FSPUVASprb		1,053.00	\$0
Solitax	FSPSolitax	1	963.00	\$963
CLX10	FSPCLX10		1,217.00	\$0
2100N	FSP2100N		367.00	\$0
SC100	FSPSC100	0	196.00	\$0
SC1000	FSPSC1000	5	239.00	\$1,195
SC200	FSPSC200	3	225.00	\$675
Refrigeration	FSPFRIGERATION	2	311.00	\$622
DR2800	BSPPlusDR2800	1	626.00	\$626
1720E	FSP1720E		696.00	\$0
Phosphax	FSPPhosphaxSC		2,017.00	\$0
ANISE	FSPANISE	2	3,086.00	\$6,172
Supp Labor	FSPSuppLabor	0	767.00	\$0
Year 1 Price			Total	\$11,973

Green Valley		2017		
Instrument	Part #	Qty	Price	Ext \$
900 Max	FSP900Max	3	860.00	\$2,580
DR3900	BSPPlusDR3900		833.00	\$0
Filtrax	FSPFiltrax		2,603.00	\$0
Amtax	FSPAmtax		1,980.00	\$0
CL17	FSPCL17	2	1,073.00	\$2,146
LDO	PMP-LDO-1V		407.00	\$0
Nitratax	FSPNitratax		1,093.00	\$0
UVAS	FSPUVASprb		1,053.00	\$0
Solitax	FSPSolitax	2	963.00	\$1,926
CLX10	FSPCLX10		1,217.00	\$0
2100N	FSP2100N		367.00	\$0
SC100	FSPSC100	0	196.00	\$0
SC1000	FSPSC1000	2	239.00	\$478
SC200	FSPSC200	2	225.00	\$450
Refrigeration	FSPFRIGERATION	3	311.00	\$933
DR2800	BSPPlusDR2800	1	626.00	\$626
1720E	FSP1720E	1	696.00	\$696
Phosphax	FSPPhosphaxSC		2,017.00	\$0
ANISE	FSPANISE	1	3,086.00	\$3,086
Supp Labor	FSPSuppLabor	0	767.00	\$0
Year 1 Price			Total	\$12,921



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Mt Lemmon		2017		
Instrument	Part #	Qty	Price	Ext \$
900 Max	FSP900Max	2	860.00	\$1,720
DR3900	BSPPlusDR3900		833.00	\$0
Filtrax	FSPFILTRAX		2,603.00	\$0
Amtax	FSPAmtax		1,980.00	\$0
CL17	FSPCL17		1,073.00	\$0
LDO	PMP-LDO-1V		407.00	\$0
Nitratax	FSPNitratax		1,093.00	\$0
UVAS	FSPUVASprb		1,053.00	\$0
Solitax	FSPSolitax		963.00	\$0
CLX10	FSPCLX10		1,217.00	\$0
2100N	FSP2100N		367.00	\$0
SC100	FSPSC100		196.00	\$0
SC1000	FSPSC1000		239.00	\$0
SC200	FSPSC200		225.00	\$0
Refrigeration	FSPFRIGERATION		311.00	\$0
DR2800	BSPPlusDR2800		626.00	\$0
1720E	FSP1720E		696.00	\$0
Phosphax	FSPPhosphaxSC		2,017.00	\$0
ANISE	FSPANISE		3,086.00	
			767.00	
	Year 1 Price		Total	\$1,720

IWC		2017		
Instrument	Part #	Qty	Price	Ext \$
900 Max	FSP900Max	6	860.00	\$5,160
DR3900	BSPPlusDR3900		833.00	\$0
Filtrax	FSPFiltrax		2,603.00	\$0
Amtax	FSPAmtax		1,980.00	\$0
CL17	FSPCL17		1,073.00	\$0
LDO	PMP-LDO-1V		407.00	\$0
Nitratax	FSPNitratax		1,093.00	\$0
UVAS	FSPUVASprb		1,053.00	\$0
Solitax	FSPSolitax		963.00	\$0
CLX10	FSPCLX10		1,217.00	\$0
DR3800	PMP-DR3800-1V	3	626.00	\$1,878
SC100	FSPSC100		196.00	\$0
SC1000	FSPSC1000		239.00	\$0
SC200	FSPSC200		225.00	\$0
Refrigeration	FSPREFRIGERATION		311.00	\$0
DR2800	BSPPlusDR2800	2	626.00	\$1,252
1720E	FSP1720E		696.00	\$0
Phosphax	FSPPhosphaxSC		2,017.00	\$0
AN-ISE	FSPANISE		3,086.00	\$0
SD900	FSPSD900 c only		767.00	\$0
Supp Labor	FSPSUPPLABOR		0.00	\$0
Supp Labor	FSPSuppLabor		1,200.00	\$0
	Year 2 Price Revised			\$8,290

(END EXHIBIT A – INSTRUMENTATION AND PRICING)



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EXHIBIT B - EQUIPMENT AND PARTS PRICING

LINE #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	MANF PART OR CATALOG#	UOM	ESTIMATED ANNUAL USAGE QUANTITY	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Analyzer, Chlorine Colorimeter Assembly, CI17	6867000	EA	2	\$418.60	\$837.20
2	Analyzer, Total Chlorine, Hach CI17	5440002	EA	3	\$3,118.80	\$9,356.40
3	Ball, Mixing, Scrubber,150Pk	3V0064	EA	5	\$147.20	\$736.00
4	Board, Thermal CTL/Pwr Junc Assy, 120V,8725	8725	EA	2	\$1,318.37	\$2,636.73
5	Bridge, Ryton Salt, Kynar pvdf, Outer Junction	SB-R1SV-010	EA	2	\$544.64	\$1,089.28
6	Cap, Sensor, Replacement, Ldo Probe	57911-00	EA	1	\$226.32	\$226.32
7	Cartridge, Membrane, Oxy 1100, 50um, 10Pk	085G0027	EA	3	\$2,270.56	\$6,811.68
8	Cartridge, Sensor, Ammonium Probe	6188400	EA	1	\$930.12	\$930.12
9	Chlorine Reagent Set, DPD (Incl. Indicator & Buffer)	2557000	EA	5	\$50.46	\$252.30
10	Controller, AWR Sampler, AS950 Sigma	ASA.CXXX	EA	5	\$2,944.00	\$14,720.00
11	Controller, Universal	LXV404.99.00552	EA	3	\$1,754.44	\$5,263.32
12	Dessicant Bag, 8849	8849	EA	10	\$8.33	\$83.30
13	Drain, Exhaust Filtration	LZY139	EA	5	\$26.21	\$131.05
14	Electrode, Special Amtax Sc	LZY070	EA	3	\$800.40	\$2,401.20
15	Electrolyte w/ Membrane Caps	2955300	EA	3	\$207.92	\$623.76
16	Interface, 4-20MA, 10PPM, FS Out	2021	EA	5	\$303.60	\$1,518.00
17	Kit, Membrane Replacement, Clt10 Sc	9180900	EA	1	\$69.41	\$69.41
18	Kit, O-Ring, Nitrataxplus	LZX426	EA	1	\$111.32	\$111.32
19	Kit, O-Ring, Solitax	LZX421	EA	3	\$30.31	\$90.93
20	Kit, Rebuild, CL17 Analyzer	5444301	EA	2	\$205.16	\$410.32
21	Kit, Retrofit, AWRS, 900MAX to AS950	9504900	EA	2	\$210.68	\$421.36
22	Lamp, Turbidimeter, Low Range, Ge 1720e	1895000	EA	3	\$57.04	\$171.12
23	Probe, Diss Oxy, Adv LDO Process, Model 2	9020000	EA	10	\$1,763.64	\$17,636.40
24	Probe, Filter, SC	LZY140	EA	5	\$337.64	\$1,688.20
25	Probe, PH, Odor Control Scrubber	PD1P1	EA	5	\$760.84	\$3,804.20
26	Pump, Sample, 115V	LZY126	EA	5	\$1,046.96	\$5,234.80
27	Reagent Set, NitraVer X, Test N Tube	2605345	EA	20	\$75.95	\$1,519.00
28	Reagent Set, Total Chlorine, CI17, Indicator And B	2557000	EA	44	\$50.46	\$2,220.24
29	Reagent, DPD Total Chlorine, Powder Pillow, 25ml	1406428	PK	12	\$191.36	\$2,296.32
30	Refrigerator, Auto Sampler, All Weather, 115 Vac	3548R	EA	5	\$5,051.72	\$25,258.60
31	Roller Assy, American Sigma	1083	EA	8	\$244.72	\$1,957.76
32	Sensor, Digital Diff, GLI PHD, Ryto	DPD1R1	EA	3	\$878.60	\$2,635.80
33	Sensor, Nitratax Plus SC, 1MM	LXV417.99.10002	EA	3	\$16,159.80	\$48,479.40
34	Sensor, Oxygen Reduction Probe	RD1R5	EA	4	\$762.68	\$3,050.72
35	Sensor, PHD, Ryton, PH-Wide Range, 6Ft Cable W/Adapter	9181500	EA	2	\$646.76	\$1,293.52
36	Sensor, Total Chlorine, CLT10 SC	9150300	EA	8	\$1,357.92	\$10,863.36
37	Solution, Cleaning, 250ml	2894246	EA	10	\$93.84	\$938.40
38	Solution, Orp Reference, 200mv, 500ml Bottle	25M2A1001-115	EA	10	\$56.53	\$565.30
39	Solution, Std Cell, Concentrated pH 7.0	25M1A1025-115	EA	10	\$64.57	\$645.70
40	Solution, Std, 0.5mg/l, NH4-N, 2000ml	2514654	EA	15	\$79.63	\$1,194.45
41	Solution, Std, 2.5mg/l, NH4-N, 2000ml	2514754	EA	15	\$79.66	\$1,194.90
42	Solution, Test, Probe, Orp, 200 Mv, 3.5 L	25M2A1001-123	EA	4	\$172.96	\$691.84
43	Solution, Test, Probe, Orp, 600 Mv, 3.5 L	25M2A1002-123	EA	4	\$172.96	\$691.84
44	Stabcal Calibration Std, 20 NTU, 1000 mL	2660153	EA	4	\$127.88	\$511.52
45	Strip, Exhaust Air Cleaning, Copper	LZY138	EA	15	\$33.99	\$509.85
46	Tubing, Pump, Peristaltic, 50 Ft	4600-50	EA	7	\$309.12	\$2,163.84
47	Valve, Shut-Off, Full With Plug, American Sigma	1796	EA	10	\$353.28	\$3,532.80
48	Lachat Quick Chem 8500 Service - 1 Year		EA	1	\$11,867.00	\$11,867.00
49	Hach Field Service Agreement-Jun 2017 thru Jun 2018		EA	1	\$147,329.00	\$147,329.00
	FREIGHT TERMS: FOB Destination/Unloaded; include cost of freight in unit price. SALES TAX: Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID AMOUNT	\$348,665.88

County reserves the right to add related products covered under this agreement at a mutually agreed-upon price. All parts and equipment purchased separately under this agreement will be priced with a guaranteed 8% discount, except those components provided under the Service Agreement provisions in **Exhibit A - Instruments & Pricing**.

EXHIBIT C – SITE ACCESS AND WORKER SAFETY

The following requirements are essential for Contractor's conducting business on Pima County Regional Wastewater Reclamation Department (RWRD) Water Treatment Facilities (WTF):

- 1) County will provide, and Contractors must attend, a plant safety briefing prior to work activities on RWRD Plant sites. Contractor will contact the RWRD Treatment Point of Contact to schedule safety briefing.
- 2) Contractors are required to sign in with the WTF Administration Office immediately upon arrival at any RWRD facility and report to the County employee designated as the Point of Contact.
- 3) RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or passport.
- 4) Contractors must wear an RWRD-issued ID pass at all times while on plant site, and return the ID pass to the issuing WTF office upon exiting the plant site.
- 5) Prior to leaving the facility at the end of each day, the Contractor must check out with the County designated Point of Contact and leave a copy of work ticket(s).
- 6) Contractor is required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- 7) Contractor vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window is acceptable. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- 8) Contractors shall wear an easily identifiable company uniform, shirt or badge at all times while on-site.
- 9) Upon daily completion of the work, the contractor shall remove all construction debris from the site and leave the area as found. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc. shall be removed or safely stored.
- 10) The County is not responsible for theft or damage to Contractor's property.
- 11) Contractor will notify the RWRD Point of Contact immediately upon identifying any safety hazards prior to starting the job. County shall correct existing safety hazards prior to Contractor starting a job. Contractor shall immediately correct and report any safety hazards resulting from the job. Contractor shall leave the work site in a safe and clean condition upon completing the job and before exiting the plant site.
- 12) Contractor must provide all their own personnel, materials, tools and equipment to perform the necessary inspections, service and/or repairs at no additional cost to Pima County.
- 13) Contractor must have OSHA compliant lock-out/tag-out and confined space programs and adhere to procedures at all times.
- 14) Contractor shall be responsible for the safety of their employees at all times.
- 15) All chemicals used on RWRD Treatment Facilities require the Contractor to submit the SDS to the RWRD Treatment Point of Contact for approval prior to application.
- 16) Contractor is responsible for clean up and removal of hazardous waste or materials used on the job.

(END OF EXHIBIT C)

EXHIBIT D - HACH TERMS AND CONDITIONS OF SALE

HACH COMPANY | 5600 Hinchey Drive | P.O. Box 309 | Loveland, Colorado 80539 | P 970 669 3050 | F 970 669 2942 | hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. ~~APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.~~

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). ~~For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.~~

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. ~~Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.~~

6. **PAYMENTS:** All payments must be made in U.S. dollars. For internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including

reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. ~~Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.~~ The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** To the extent permissible by applicable law, Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or additions or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes, additions or improvements to Products ordered by Buyer unless specifically agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. ~~Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense.~~ Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities

which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** ~~The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.~~

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. ~~Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.~~

