



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: 5/17/2022

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**

Hach Company (Headquarters: Loveland, CO)

**\*Project Title/Description:**

Hach Equipment, Parts and Service

**\*Purpose:**

Award: Master Agreement No. MA-PO-22-138. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$514,000.00 (including sales tax) and includes 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. 22-167 is recommended to Hach Company, with which County has negotiated an acceptable Agreement.

PRCUID: 444311

Attachment: Sole Source Procurement Agreement.

**\*Program Goals/Predicted Outcomes:**

To obtain a contract source for parts to maintain Hach equipment in operation at County water reclamation facilities.

**\*Public Benefit:**

Processing and return of 2-3 million gallons of treated water reclaimed for municipal reutilization.

**\*Metrics Available to Measure Performance:**

Department will monitor on-time delivery and billing to ensure contract compliance.

**\*Retroactive:**

No.

TO: COB 5/3/2022

Ver: 1

Pgs: 54

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-138  
Commencement Date: 6/19/22 Termination Date: 6/18/23 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
 Expense Amount: \$\* 514,000.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: WW Ops Fund

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Procurement Officer, Michael Warren Digitally signed by Michael Warren Date: 2022.04.25 07:44:37 -07'00' Manager, Troy McMaster Digitally signed by Troy McMaster Date: 2022.04.25 07:53:16 -07'00'

Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Date: 2022.04.25 08:32:01 -07'00' Telephone: 724-3730

Department Director Signature/Date: [Signature] 4/28/22

Deputy County Administrator Signature/Date: [Signature] 4/28/2022

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

**Pima County Procurement Department**

**Administering Department:** Regional Wastewater Reclamation (RWRD)

**Project:** Hach® Equipment, Parts and Service

**Contractor:** Hach Company  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**Amount:** \$514,000.00

**Contract No.:** MA-PO-22-138

**Funding:** WW Ops Fund

**SOLE SOURCE PROCUREMENT AGREEMENT (Amendment 1)**

**1. Parties, Background and Purpose.**

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Hach® Company ("Contractor").
- 1.2. Purpose. The Pima County Regional Wastewater Reclamation Department has a continuing requirement for Hach® Equipment, Parts and Service.
- 1.3. Authority. County selected Contractor pursuant to Pima County Procurement Code 11.12.050. Sole source procurement.

**2. Term. (AMENDED)**

- 2.1. Initial Term. The term of this Contract commences on June 19, 2022 and will terminate on June 18, 2023 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. The county may renew this Contract for up to four (4) additional periods of up to (1) year each upon mutual agreement of all parties involved. One (1) annual price increase will apply to each renewal year.

**3. Scope of Services.** Contractor will provide County with Equipment, Parts and Service described in **Exhibit A, Unit Prices** (2 pages), and **Exhibit B, Service** (38 pages) and **Exhibit C, Safety and Security (1 page)**, and will comply with all requirements and specifications in stated herein.

**4. Key Personnel.** Not Applicable.

**5. Compensation and Payment. (AMENDED)**

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit A and Exhibit B** for the initial term. **The items purchased in Exhibit A subsequent to award of the contract will be offered with a 6% discount.** One (1) annual price increase will be requested upon each renewal year. Rates for service in Exhibit B include an annual price increase of no greater than 3% after the initial contract term, and are not subject to a discount.

Rates in will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

- 5.2. **Not-To-Exceed (NTE) Amount.** County's total annual payments to Contractor under this Contract, including any sales taxes, may not exceed **\$514,000.00** (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
  - 5.3. **Sales Taxes.** The payment amounts or rates in **Exhibits A and B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
  - 5.4. **Timing of Invoices. Standard Hach Company payment terms of Net (30) days from invoice date will apply; an invoice will be generated at the time the product ships from the factory.** County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
  - 5.5. **Content of Invoices.** Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
  - 5.6. **Invoice Submittal.** Invoices are to be sent to:  
  
Pima County Finance & Risk Management – Accounts Payable  
P.O. Box 791  
Tucson, AZ 85701
  - 5.7. **Invoice Adjustments. Hach Company does not offer any type of retainage terms, payment in full will be expected within (30) days from invoice date.** If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
- 6. Insurance. (AMENDED)** 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. **Hach Company can supply a standard Certificate of Insurance listing the County as an additional insured at the request of the customer.** 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.

- 6.1. Insurance Coverages and Limits. Contractor will procure and maintain, until all of its obligations have been discharged, coverage with limits of liability not less than those stated below. 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.
- 6.1.1. Commercial General Liability (CGL). Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 6.1.2. Business Automobile Liability. Coverage for bodily injury and property damage on 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.
- 6.1.3. Workers' Compensation and Employers' Liability. Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
- 6.2.1. 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.
- 6.2.2. Additional Insured Endorsement. The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4. Primary Insurance Endorsement. The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 6.2.5. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

- 6.2.6. 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.
- 6.3. Notice of Cancellation. For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the County Contracting Representative. Notice shall include County's project or contract number and project description.
- 6.4. Verification of Coverage.
- 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include County's project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.4.2. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
- 6.4.3. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.
- 6.5. Approval and Modifications. County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager, and does not require a formal Contract amendment. 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, nor 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.
- 7. Indemnification. (AMENDED) Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse, or misapplication of goods by others.**

For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies, and holds harmless Supplier against any and all damages to the extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by Customer, its affiliates, or those employed by, controlled by or in privity with them, and Customer agrees to so defend and indemnify Supplier. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

**8. Laws and Regulations.**

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

**9. Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

**10. Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**11. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

**12. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.

**13. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

**14. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

**15. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**16. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**17. Termination. (AMENDED)**

**17.1. With or Without Cause. Termination of contract, with or without cause, must be mutually agreed upon by all parties involved.**

**17.2. Non-Appropriation.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

**18. Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

**County: (AMENDED)**

Terri Spencer, Director  
Pima County Procurement Department  
150 W. Congress St, FL5, Tucson AZ  
(520) 724-3722 terri.spencer@pima.gov

**Contractor:**

Al Wood, Service Representative  
Hach Company, Service Partnerships  
5600 Lindbergh Drive, Loveland CO  
(970) 663-1377 x2151 al.wood@hach.com

**19. Non-Exclusive Contract.** Not applicable to this Agreement.

**20. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

**21. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**22. Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority.



Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

**23. Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

**24. Public Records.**

24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents related to this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

**25. Legal Arizona Workers Act Compliance.**

25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its 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.

25.2. Books & Records. 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.

25.3. Remedies for Breach of Warranty. 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 be required to 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

25.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 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."

**26. Grant Compliance.** Not applicable to this Agreement

**27. Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) or Delivery Order-Maximo (DOM) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a DO or DOM 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. Inoperable components replaced during service are the property of Pima County.

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 other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

Except for partially shipped orders, County may cancel any unshipped order or backorder after 45 days at no cost or fee. Contractor may cancel all or part of any order prior to delivery without liability of the order includes any Products the Contractor determines may not comply with export, safety, certification, or other applicable compliance requirements.

**28. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

**29. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel.

This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**30. Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

**31. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

**32. Additional Terms. (ADDED)**

32.1. **Affiliates.** Any reference to Seller's affiliates will be removed.

32.2. **Confidentiality.** Any and all confidentiality provisions should be mutual and also apply to Seller's proprietary information. Seller's proprietary information must be declared in accordance with paragraph 24.2 of this agreement.

32.3. **Warranty.** Seller will warrant that products and services are free from defects and meet all specifications for one year from delivery for goods and 90 days for services. For a warranty claim, nonconforming or defective goods/services will be repaired, replaced, reserviced, or refunded, as the exclusive remedy. Seller also disclaims implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether or not known to Seller. All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Seller recommendations, (c) operating conditions at the Buyer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. Buyer acknowledges and agrees that the Products provided hereunder are not designed or approved for, and will not be used (without the express written approval of an officer of Seller) in connection with, any products that are used or designed to be used in connection with any activities where the failure of such products could reasonably be expected to result in death, bodily injury, or severe physical or environmental damage ("High Risk Activities"). In no event will Seller have any liability to Buyer, or any third party arising out of or related to any use of the Products in connection with High-Risk Activities, and Seller hereby disclaims any express or implied warranty of fitness for any High Risk Activities. Goods and services must be accepted within 30 days of delivery or performance.

32.4. **Most Favored Nations Pricing.** Any references to most favored nations pricing should be removed. Seller strives to provide each customer with the best possible pricing given the products and quantities ordered.

32.5. **Intellectual Property Indemnification.** Any indemnification for intellectual property infringement shall not include infringement resulting from Buyer's use of the products in combination with other products not provided by Seller or the manufacture of products in accordance with materials, designs or specifications furnished or designated by Buyer, or a use by Buyer that is not in accordance with the Seller's product literature.

32.6. **Intellectual Property; Information Technology; Privacy.** Seller retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Buyer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law.

No Buyer information technology requirements apply, except to the extent such requirements specifically apply to equipment being sold to Buyer. To help ensure mutual compliance with applicable privacy laws, Buyer will not provide to or share with Company any personal data or personally identifiable information.

- 32.7. **Limitations of Liability**. In no event shall either party be liable for any liquidated, penalty, indirect, special or consequential damages. Seller's aggregate liability under the Agreement should be limited to an amount equal to the fees paid to Seller in the prior twelve months period.
- 32.8. **Funds Transfers (Payments)**. Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier's contract account representative to verify requested changes to Supplier's payment record. If verified, Supplier must submit a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W9) to Customer to initiate the verified changes. Supplier is responsible for maintaining current and accurate vendor records with the Customer. Both parties agree that they will not institute mailing, or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

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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.

**PIMA COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

CHRISTOPHE PATTEN, VP FINANCE  
\_\_\_\_\_  
Printed Name and Title

21 APRIL 2022  
\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy County Attorney

Neil Poston  
\_\_\_\_\_  
Print DCA Name

04/22/2022  
\_\_\_\_\_  
Date

## EXHIBIT A - UNIT PRICES (2 pages)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	EST ANNUAL USAGE	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Analyzer, Chlorine Colorimeter Assembly, CI17, 6867000	3	EA	\$631.68	\$1,895.04
2	Board, Thermal CTL/Pwr Junc Assy, 120V,8725, 8725	2	EA	\$2,034.01	\$4,068.02
3	Cap, Sensor, Replacement, Ldo Probe, 57911-00	3	EA	\$492.71	\$1,478.13
4	Cartridge, Sensor, Ammonium Probe, 6188400	2	EA	\$1,445.49	\$2,890.98
6	Controller, AWR Sampler, AS950 Sigma	2	EA	\$4,305.95	\$8,611.90
7	Controller, Universal, LXV404.99.00552	2	EA	\$2,735.17	\$5,470.34
8	Dessicant Bag, 8849	9	EA	\$12.48	\$112.32
9	Drain, Exhaust Filtration, LZY139	10	EA	\$43.47	\$434.70
10	Interface, 4-20MA, 10PPM, FS Out, 2021	10	EA	\$541.14	\$5,411.40
11	Kit, O-Ring, Nitrataxplus, LZX426	10	EA	\$174.76	\$1,747.60
12	Kit, O-Ring, Solitax, LZX421	10	EA	\$47.63	\$476.30
13	Kit, Rebuild, CL17 Analyzer, 5444301	10	EA	\$310.58	\$3,105.80
14	Kit, Retrofit, AWRS, 900MAX to AS950, 9504900	10	EA	\$311.63	\$3,116.30
15	Lamp, Turbidimeter, Low Range, Ge 1720e, 1895000	10	EA	\$87.68	\$876.80
16	Probe, Diss Oxy, Adv LDO Process, Model 2, 9020000	10	EA	\$2,643.58	\$26,435.80
17	Probe, Filter, SC, LZY140	2	EA	\$564.30	\$1,128.60
18	Probe, PH, Odor Control Scrubber, PD1P1	2	EA	\$1,087.54	\$2,175.08
19	Pump, Sample, 115V, LZY126	2	EA	\$1,837.14	\$3,674.28
20	Reagent Set, NitraVer X, Test N Tube, 2605345	2	EA	\$116.86	\$233.72
21	Reagent Set, Total Chlorine, CI17, Indicator And B, 2557000	2	EA	\$76.48	\$152.96
22	Reagent, DPD Total Chlorine, Powder Pillow, 25ml,1406428	2	EA	\$271.62	\$543.24
23	Roller Assy, American Sigma, 1083	2	EA	\$380.06	\$760.12
24	Sensor, Digital Diff, GLI PHD, Ryto, DPD1R1	2	EA	\$1,280.20	\$2,560.40
25	Sensor, Nitratax Plus SC, 1MM,LXV417.99.10002	2	EA	\$22,824.70	\$45,649.40
26	Sensor, Oxygen Reduction Probe, RD1R5	2	EA	\$1,075.96	\$2,151.92
27	Sensor, PHD, Ryton,PH-Wide Range,6Fi Cable W/Adapter, 9181500	2	EA	\$933.83	\$1,867.66
28	Solution, Cleaning, 250ml, 2894246	2	EA	\$133.71	\$267.42
29	Solution, Orp Reference, 200mv, 500ml Bottle,25M2A1001-115	2	EA	\$84.48	\$168.96
30	Solution, Std Cell, Concentrated pH 7.0,25M1A1025-115	2	EA	\$96.32	\$192.64
31	Solution, Std, 0.5mg/l, NH4-N, 2000ml,2514654	2	EA	\$112.65	\$225.30
32	Solution, Std, 2.5mg/l, NH4-N, 2000ml, 2514754	3	EA	\$112.65	\$337.95
33	Solution, Test, Probe, Orp, 200 Mv, 3.5 L, 25M2A1001-123	2	EA	\$260.04	\$520.08
34	Solution, Test, Probe, Orp, 600 Mv, 3.5 L, 25M2A1002-123	2	EA	\$260.04	\$520.08
35	Stabcal Calibration Std, 20 NTU, 1000 mL, 2660153	2	EA	\$195.82	\$391.64
36	Strip, Exhaust Air Cleaning, Copper, LZY138	10	EA	\$56.41	\$564.10
37	Tubing, Pump, Peristaltic, 50 Ft, 4600-50	2	EA	\$448.49	\$896.98
38	Valve, Shut-Off, Full With Plug, American Sigma, 1796	1	EA	\$527.45	\$527.45
39	Sampler, AWRS AS950, 115V, 5.5GAL POLY, ASA.CXXX	2	EA	\$4,305.95	\$8,611.90
40	Probe, Immersion, 0.001-50, SS, Solitax, LXV423.99.00100	2	EA	\$5,983.06	\$11,966.12
41	Pocket Colorimeter DR300, Chlorine Free, LPV445.97.00110	2	EA	\$553.77	\$1,107.54
42	KTO: HQ30D, PHC101-01, LDO101-01	2	EA	\$927.52	\$1,855.04
43	KTO: PH BUFFER SOLUTION KIT, 500mL 2947600	10	EA	\$38.42	\$384.20
44	442-1000 TDS STANDARD SOLUTION, 500mL 2974749	10	EA	\$57.79	\$577.90
45	KTO: PH BUFFER SOLUTION KIT, 4L 2507200	10	EA	\$146.34	\$1,463.40
46	Probe, Inline, 0.001-50, SS, Solitax, LXV424.99.00100	2	EA	\$6,328.38	\$12,656.76

**EXHIBIT A - UNIT PRICES**


ITEM #	ITEM NAME	EST ANNUAL USAGE	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications				
47	Logger, FL904, Verizon Actv, FL904.97.VX	2	EA	\$10,861.74	\$21,723.48
48	Probe, ORP, DRD1P5	2	EA	\$1,427.60	\$2,855.20
49	Valve, Ball, Safety Arm for Solitax In & Highline, LZ337	2	EA	\$3,895.36	\$7,790.72
50	Sensor, Cap LDO 2, 9021100	10	EA	\$299.00	\$2,990.00
51	Turbidimeter, SS7 w/sc200 Standard 2977200	2	EA	\$8,223.42	\$16,446.84
52	Turbidimeter, LR Laser, w/Flow Snsr, Auto Cln, RFID TU5300sc	2	EA	\$3,902.73	\$7,805.46
53	Analyzer, Total Chlorine, CI17sc, 8572800	2	EA	\$2,982.58	\$5,965.16
54	Cartridge, Membrane, Oxy 1100 50um, 085G0022	2	EA	\$391.64	\$783.28
55	Phosphorus Vial Test (5-90 mg/L PO4) TNT846	10	EA	\$51.27	\$512.70
56	Ammonia Vial Test, ULR (0.015 - 2.00 mg/L NH3-N) TNT830	10	EA	\$73.54	\$735.40
57	Ammonia Vial Test, LR (1-12 mg/L NH3-N) TNT831	10	EA	\$73.54	\$735.40
58	Ammonia Vial Test, HR (2-47 mg/L NH3-N) TNT832	10	EA	\$73.54	\$735.40
59	SpecCheck Secondary Gel Standards Set, DPD Chlorine - HR	10	EA	\$236.88	\$2,368.80
60	Ammonia TNTplus Vial Test, UHR+ (100-1800 mg/L NH3-N) TNT834	10	EA	\$70.80	\$708.00
61	Hach DR3900 Laboratory VIS Spectrophotometer with RFID* Tech	2	EA	\$5,781.98	\$11,563.96
<b>FREIGHT TERMS: FOB Destination/Freight included in Unit Price</b>				<b>TOTAL</b>	\$253,984.07
<b>SALES TAX: Do not add sales tax to unit price.</b>				<b>BID</b>	
				<b>AMOUNT</b>	

Contractor will identify any obsolete or discontinued items and provide replacement item information below, if available.

Item#	Replacement Item information			Unit Price	
	Not applicable at this time				

**(AMENDED)** County reserves the right add other items to this contract as needed. Pricing for all items purchased under this agreement will include a Contractor's 6% discount, excluding items listed in Exhibit B, Service.

**EXHIBIT B - SERVICE**

	<p align="center"><b>HACH SERVICE PARTNERSHIP QUOTATION</b></p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	Page : 1 of 4 Partnership Number : HACH283484-BILLING ONLY
	<p><i>WebSite: www.hach.com</i></p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>




**Partnership Number :** HACH283484-BILLING ONLY    **Version :** 0.22    **Quotation Date :** 10-MAR-22  
**Expiration Date :** 24-APR-22

**Hach Company Contact :** Wood, Kenneth Alan    **Service Partnership Phone :**    **Service Partnership Email :** al.wood@hach.com  
**Customer Ref :** RENEWAL QUOTE    **Customer Contact :** MITCHELL, JOSEPH  
**Customer Phone :** 484-3850    **Customer Fax :**    **Customer Email :** JOSEPH.MITCHELL@PIMA.GOV

<u>Bill-To Account # 127240</u>		<u>Ship-To Account # 127240</u>		
Customer Name	PIMA COUNTY	Customer Name	PIMA COUNTY	<b>Payment Terms:</b> Net 30
Address4		Address4		<b>Billing Method:</b> Annual-Invoices on START Date
Address1	PO BOX 791	Address1	INA ROAD WHSE BLDG 2	<b>Currency:</b> USD
Address2		Address2	7101 N CASA GRANDE HWY	
Address3		Address3		
City,State, PostalCode	TUCSON-AZ-85701	City,State, Postalcode	TUCSON-AZ-85743-8618	
Province/Country	US	Province/Country	US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	ADMIN_HANDLING_MYA	08-JUN-22	07-JUN-23	AVRA VALLEY	12,091.00
	1.1			CONTRACT SPECIAL ITEM	
2	ADMIN_HANDLING_MYA	08-JUN-22	07-JUN-23	CORONA	20,261.00
	2.1			CONTRACT SPECIAL ITEM	
3	ADMIN_HANDLING_MYA	08-JUN-22	07-JUN-23	GREEN VALLEY	22,290.00
	3.1			CONTRACT SPECIAL ITEM	
4	ADMIN_HANDLING_MYA	08-JUN-22	07-JUN-23	IWC	11,928.00
	4.1			CONTRACT SPECIAL ITEM	
5	ADMIN_HANDLING_MYA	08-JUN-22	07-JUN-23	MT LEMMON	3,397.00
	5.1			CONTRACT SPECIAL ITEM	



	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 2 of 4 Partnership Number : HACH283484-BILLING ONLY
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

6	ADMIN_HANDLING_MYA	08-JUN-22	07-JUN-23	TRES RIOS/ INA RD	148,263.00
	6.1			CONTRACT SPECIAL ITEM	
7	ADMIN_HANDLING_MYA	08-JUN-22	07-JUN-23	CRAO-Lab	8,985.94
	7.1			CONTRACT SPECIAL ITEM	
				<b>Sub Total :</b>	227,215.94
				<b>Tax:</b>	0.00
				<b>Total :</b>	227,215.94

#### Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

### 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 reinstatement 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.

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 3 of 4 Partnership Number : HACH283484-BILLING ONLY
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>

#### 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](http://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, when used in accordance with the manufacturer's operating and maintenance instructions, 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:-

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 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 improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless 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.

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 4 of 4 Partnership Number : HACH283484-BILLING ONLY
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

**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](http://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; strike; 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.

**24. 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.

ATTACHMENT 1 - AVRA

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 4 Partnership Number : HACH283484-AVRA
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: <a href="http://www.hach.com">www.hach.com</a>



**Partnership Number :** HACH283484-AVRA    **Version :** 0.13    **Quotation Date :** 24-FEB-22  
**Expiration Date :** 25-MAY-22

**Hach Company Contact :** Wood, Kenneth Alan    **Service Partnership Phone :**    **Service Partnership Email :** al.wood@hach.com  
**Customer Ref :** BUDGETARY QUOTE    **Customer Contact :** MITCHELL, JOSEPH  
**Customer Phone :** 484-3850    **Customer Fax :**    **Customer Email :** JOSEPH.MITCHELL@PIMA.GOV

<u>Bill-To Account # 127240</u>		<u>Ship-To Account # 127240</u>		
Customer Name	PIMA COUNTY	Customer Name	PIMA COUNTY	<b>Payment Terms:</b> Net 30
Address4		Address4	AVRA VALLEY	<b>Billing Method:</b> Annual-Invoices on START Date
Address1	PO BOX 791	Address1	10000 W SNYDER HILL ROAD	<b>Currency:</b> USD
Address2		Address2		
Address3		Address3		
City,State,PostalCode	TUCSON-AZ-85701	City,State,Postalcode	TUCSON-AZ-85735	
Province/Country	US	Province/Country	US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSP1720E	08-JUN-22	07-JUN-23	Fld Svc-4V 1720E Turb Sensor Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	1,860.00
1.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 080700076071	



**HACH SERVICE PARTNERSHIP  
QUOTATION**

*Headquarters*  
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Loveland, CO 80539-0389

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Partnership Number :

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HACH283484-AV  
RA

*WebSite:* [www.hach.com](http://www.hach.com)

*Remittance*  
2207 Collections Center Dr  
Chicago, IL 60693

*Wire Transfers*  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

1.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140300484519	
2	FSP900MAX CONTROLLER ONLY	08-JUN-22	07-JUN-23	Fld Svc 900MAX Controller only 1 VST Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Coverage does NOT include refrigerator. For coverage on the AWRS only, please use p/n: FSPREFRIGERATION AWRS ONLY 1 VST	3,609.00
2.1	3543			oo 900MAX ALL WEATHER REF. SAMP., 115V ; 131100488205	
2.2	ASA.CXXX			ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 172080005242	
2.3	8600			oo 900 MAX AWRS CONTROLLER ONLY ; 131200489965	
3	FSPUVASPRB	08-JUN-22	07-JUN-23	Fld Svc-2V UVAS Sensor	2,924.00
3.1	LXV418.99.90002			db UVAS sc PROBE, 50mm ; 1317744	
3.2	LXV418.99.90002			db UVAS sc PROBE, 50mm ; 1242020	
4	FSPREFRIGERATION AWRS ONLY 1 VST	08-JUN-22	07-JUN-23	Fld Svc Refrigeration System 1 VST Field Service will be performed by an approved contractor that is handled by Hach. The FSP includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), and unlimited technical support calls. Coverage applies to all refrigerated	1,299.00



**HACH SERVICE PARTNERSHIP  
QUOTATION**

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Partnership Number : HACH283484-AV  
RA

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samplers and does NOT include  
sampler controllers.

4.1 ASA.CXXX

ee AS950 CONTROLLER ONLY,  
AWRS, BASIC ; 172080005239

4.2 ASA.CXXX

ee AS950 CONTROLLER ONLY,  
AWRS, BASIC ; 172080005242

4.3 3543

oo 900MAX ALL WEATHER REF.  
SAMP., 115V ; 131100488205

5 BSPPLUSDR3900 08-JUN-22 07-JUN-23 BenchPlus-DR3900 1,004.00

The Bench Service Plus includes:  
Factory repairs only, one Start-up  
or one PM/Calibration on site per  
year, unlimited technical support  
calls and free software upgrades  
on your instrument. Travel is  
included for one on-site visit.  
Additional visits may be billable.

5.1 LPV440.99.00012

db aa DR3900  
SPECTROPHOTOMETER WITH  
RFID ; 1626428

6 FSPSC200 08-JUN-22 07-JUN-23 Fid Svc-1V SC200 Controller 576.00

6.1 LXV404.99.00552

sc200 CONTROLLER, AC-DC, 2  
DIG, HACH ; 1910C0191776

6.2 LXV404.99.00502

sc200 CONTROLLER, AC-DC,  
DIG,HACH ; 1201C0035008

7 FSPAS950 CONTROLLER ONLY 08-JUN-22 07-JUN-23 Fid Svc AS950 Controller only 1 819.00

VST  
Field Service includes: All parts,  
labor, and travel for on-site repairs,  
1 on-site calibrations per year,  
factory recommended maintenance  
(including required parts), unlimited  
technical support calls, and free  
firmware updates. Please see  
service terms and conditions for  
additional details on our service  
plans, and to ensure you have an  
opportunity to review our  
environmental and safety  
requirements. Coverage does  
NOT include refrigerator. For  
coverage on the AWRS only,  
please use p/n:  
FSPREFRIGERATION AWRS  
ONLY 1 VST



**HACH SERVICE PARTNERSHIP  
QUOTATION**

Page : 4 of 4  
Partnership Number : HACH283484-AV  
RA

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7.1

ASA.CXXX

ee AS950 CONTROLLER ONLY,  
AWRS, BASIC ; 172080005239

**Sub Total :** 12,091.00  
**Tax:** 0.00  
**Total :** 12,091.00

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 4 Partnership Number : HACH283484-CORONA
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: <a href="http://www.hach.com">www.hach.com</a>



**Partnership Number :** HACH283484-CORONA    **Version :** 0.31    **Quotation Date :** 24-FEB-22  
 A

**Expiration Date :** 25-APR-22

**Hach Company Contact :** Wood, Kenneth Alan    **Service Partnership Phone :**    **Service Partnership Email :** al.wood@hach.com

**Customer Ref :** BUDGETARY QUOTE    **Customer Contact :** MITCHELL, JOSEPH  
**Customer Phone :** 484-3850    **Customer Fax :**    **Customer Email :** JOSEPH.MITCHELL@PIMA.GOV

Bill-To Account # 127240		Ship-To Account # 127240			
Customer Name	PIMA COUNTY	Customer Name	PIMA COUNTY	Payment Terms:	Net 30
Address4		Address4	CORONA DE TUCSON	Billing Method:	Annual-Invoices on START Date
Address1	PO BOX 791	Address1	1100 W SAHUARITA ROAD	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	TUCSON-AZ-85701	City,State, Postalcode	CORONA DE TUCSON-AZ-85641		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	BSPPLUSDR2800	08-JUN-22	07-JUN-23	BenchPlus-DR2800 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,884.00
1.1	DR2800-01			oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1212173	





**HACH SERVICE PARTNERSHIP  
QUOTATION**

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Partnership Number : HACH283484-CO  
RONA

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Loveland, CO 80539-0389

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2207 Collections Center Dr  
Chicago, IL 60693

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231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

	1.2	DR2800-01B1			oo aa db DR2800 SPECTROPHOTOMETER W/BATTERY ; 1469555	
2	FSPSC200		08-JUN-22	07-JUN-23	Fld Svc-1V SC200 Controller	1,440.00
	2.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1111C0031115	
	2.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1402C0092535	
	2.3	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1309C0084583	
	2.4	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1107C0016204	
	2.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1607C0160012	
3	FSP900MAX CONTROLLER ONLY		08-JUN-22	07-JUN-23	Fld Svc 900MAX Controller only 1 VST Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Coverage does NOT include refrigerator. For coverage on the AWRS only, please use p/n: FSPREFRIGERATION AWRS ONLY 1 VST	2,406.00
	3.1	ASA.CXXX			ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 181060007977	
	3.2	ASA.CXXX			ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 151700000979	
4	FSPREFRIGERATION AWRS ONLY 1 VST		08-JUN-22	07-JUN-23	Fld Svc Refrigeration System 1 VST Field Service will be performed by an approved contractor that is handled by Hach. The FSP includes: All parts, labor, and travel	866.00



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Chicago, IL 60604  
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Routing (ABA): 026009593

for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), and unlimited technical support calls. Coverage applies to all refrigerated samplers and does NOT include sampler controllers.

4.1	ASA.CXXX1X11XX			AS950 AWRS, 115V, 5.5GAL POLY ; 161970495420	
4.2	9503600			AWRS BASE UNIT, 115V, SD900/AS950 ; 170130495991	
5	FSPSC1000	08-JUN-22	07-JUN-23	Fid Svc-1V SC1000 Controller	1,495.00
5.1	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1611965	
5.2	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1608463	
5.3	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1603872	
5.4	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1610583	
5.5	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1669101.	
6	FSPSOLITAX	08-JUN-22	07-JUN-23	Fid Svc-2V Solitax Sensor	2,562.00
6.1	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1787556	
6.2	LXV424.99.00100			db INLINE sc/INSERTION 50g/l WIPER SS ; 1427861	
7	FSPAN-ISE	08-JUN-22	07-JUN-23	Fid Svc ANISE Sensor 2 Visit Field Service includes all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	3,803.00
7.1	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1608469	
8	FSPSUPPLABOR	08-JUN-22	07-JUN-23	Fid Svc-Supplemental Labor Charge	3,023.00
8.1				CONTRACT SPECIAL ITEM	



**HACH SERVICE PARTNERSHIP  
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Partnership Number : HACH283484-CO  
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Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

9	FSPCL17	08-JUN-22	07-JUN-23	aa Fld Svc-2V CL17 (current version) For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.	2,782.00
	9.1	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 181590017679	
	9.2	5440000		oo CL17 FINAL ASSEMBLY W/KITS ; 161890004521	

**Sub Total :** 20,261.00  
**Tax:** 0.00  
**Total :** 20,261.00

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 4 Partnership Number : HACH283484-GR EENVALLEY
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: <a href="http://www.hach.com">www.hach.com</a>



**Partnership Number :** HACH283484-GREEN VALLEY    **Version :** 0.37    **Quotation Date :** 24-FEB-22  
**Expiration Date :** 25-MAY-22  
  
**Hach Company Contact :** Wood, Kenneth Alan    **Service Partnership Phone :**    **Service Partnership Email :** al.wood@hach.com  
**Customer Ref :** BUDGETARY QUOTE    **Customer Contact :** MITCHELL, JOSEPH  
**Customer Phone :** 484-3850    **Customer Fax :**    **Customer Email :** JOSEPH.MITCHELL@PIMA.GOV

<u>Bill-To Account # 127240</u>		<u>Ship-To Account # 127240</u>			
Customer Name	PIMA COUNTY	Customer Name	PIMA COUNTY	<b>Payment Terms:</b>	Net 30
Address4		Address4	GREEN VALLEY	<b>Billing Method:</b>	Annual-Invoices on START Date
Address1	PO BOX 791	Address1	19600 S OLD NOGALES HWY	<b>Currency:</b>	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	TUCSON-AZ-85701	City,State,Postalcode	GREEN VALLEY-AZ-85614		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPCL17	08-JUN-22	07-JUN-23	aa Fld Svc-2V CL17 (current version) For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.	2,782.00
1.1	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 100800368478	
1.2	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 100800526658	
2	BSPPLUSDR2800	08-JUN-22	07-JUN-23	BenchPlus-DR2800	942.00



**HACH SERVICE PARTNERSHIP  
QUOTATION**

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*Purchase Orders*

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Partnership Number :

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HACH283484-GR  
EENVALLEY

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2207 Collections Center Dr  
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The Bench Service Plus includes:  
Factory repairs only, one Start-up  
or one PM/Calibration on site per  
year, unlimited technical support  
calls and free software upgrades  
on your instrument. Travel is  
included for one on-site visit.  
Additional visits may be billable.

	2.1	DR2800-01			oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1356708	
3	FSPSOLITAX		08-JUN-22	07-JUN-23	Fld Svc-2V Solitax Sensor	3,843.00
	3.1	LXV423.99.00200			db HS-LINE sc/IMMERSION 500g/l WIPER SS ; 1307490	
	3.2	LXV424.99.00100			db INLINE sc/INSERTION 50g/l WIPER SS ; 1611476	
	3.3	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 2022885	
4	FSPSC200		08-JUN-22	07-JUN-23	Fld Svc-1V SC200 Controller	1,440.00
	4.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1311C0087727	
	4.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1310C0086340	
	4.3	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 201066000622	
	4.4	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 201266002124	
	4.5	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 201066000650	
5	FSPREFRIGERATION AWRS ONLY 1 VST		08-JUN-22	07-JUN-23	Fld Svc Refrigeration System 1 VST Field Service will be performed by an approved contractor that is handled by Hach. The FSP includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), and unlimited technical support calls. Coverage applies to all refrigerated samplers and does NOT include sampler controllers.	1,299.00



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Routing (ABA): 026009593

5.1	ASA.CXXX			ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 170310003485	
5.2	ASA.CXXX			ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 171520004675	
5.3	ASA.CXXX			ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 170310003484	
6	FSPSC1000	08-JUN-22	07-JUN-23	Fld Svc-1V SC1000 Controller	598.00
6.1	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1609699	
6.2	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1608448	
7	FSPAN-ISE	08-JUN-22	07-JUN-23	Fld Svc ANISE Sensor 2 Visit Field Service includes all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	3,803.00
7.1	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1976157	
8	FSPAS950 CONTROLLER ONLY	08-JUN-22	07-JUN-23	Fld Svc AS950 Controller only 1 VST Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Coverage does NOT include refrigerator. For coverage on the AWRS only, please use p/n: FSPREFRIGERATION AWRS ONLY 1 VST	2,457.00
8.1	ASA.CXXX			ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 172140496648	



**HACH SERVICE PARTNERSHIP  
QUOTATION**

Page : 4 of 4  
Partnership Number : HACH283484-GR  
EENVALLEY

*Headquarters*  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

*WebSite:* [www.hach.com](http://www.hach.com)


*Remittance*  
2207 Collections Center Dr  
Chicago, IL 60693

*Purchase Orders*

*Wire Transfers*  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

8.2	ASA.CXXX			ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 170320496071	
8.3	ASA.CXXX			ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 170320496069	
9	FSPSUPPLABOR	08-JUN-22	07-JUN-23	Fid Svc-Supplemental Labor Charge	3,023.00
9.1				CONTRACT SPECIAL ITEM	
10	BSPPLUSDR3900	08-JUN-22	07-JUN-23	BenchPlus-DR3900 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,004.00
10.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1626429	
11	FSPSS7	08-JUN-22	07-JUN-23	Fid Svc-2V Surface Scatter 7	1,099.00
11.1	LPV431.99.00002			SS7 HACH SENSOR ASSY ; 210600001586	
<b>Sub Total :</b>					22,290.00
<b>Tax:</b>					0.00
<b>Total :</b>					22,290.00

ATTACHMENT 4 - IWC

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 3 Partnership Number : HACH283484-IWC
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: <a href="http://www.hach.com">www.hach.com</a>



**Partnership Number :** HACH283484-IWC      **Version :** 0.18      **Quotation Date :** 24-FEB-22  
**Expiration Date :** 25-MAY-22

**Hach Company Contact :** Wood, Kenneth Alan      **Service Partnership Phone :**      **Service Partnership Email :** al.wood@hach.com  
**Customer Ref :** BUDGETARY QUOTE      **Customer Contact :** TOMCHAK, THOMAS  
**Customer Phone :** 7246217      **Customer Fax :**      **Customer Email :** TOM.TOMCHAK@PIMA.GO V

<u>Bill-To Account # 127240</u>		<u>Ship-To Account # 127240</u>		
Customer Name	PIMA COUNTY	Customer Name	PIMA COUNTY	<b>Payment Terms:</b> Net 30
Address4		Address4		<b>Billing Method:</b> Contract Term
Address1	PO BOX 791	Address1	2955 W CALLE AGUA NUEVA	<b>Currency:</b> USD
Address2		Address2		
Address3		Address3		
City,State,PostalCode	TUCSON-AZ-85701	City,State,Postalcode	TUCSON-AZ-85745-9705	
Province/Country	US	Province/Country	US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSP900MAX CONTROLLER ONLY	08-JUN-22	07-JUN-23	Fld Svc 900MAX Controller only 1 VST Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Coverage does NOT include refrigerator. For coverage on the AWRS only,	7,218.00





**HACH SERVICE PARTNERSHIP  
QUOTATION**

Page : 2 of 3  
Partnership Number : HACH283484-IW  
C

*Headquarters*  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

*WebSite:* [www.hach.com](http://www.hach.com)

*Remittance*  
2207 Collections Center Dr  
Chicago, IL 60693

*Purchase Orders*

*Wire Transfers*  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

please use p/n:  
FSPREFRIGERATION AWRS  
ONLY 1 VST

1.1 8930 oo 900MAX PORT. SAMPLER  
CONT. W/ COVER ;  
110500399866

1.2 8930 oo 900MAX PORT. SAMPLER  
CONT. W/ COVER ;  
110500399865

1.3 8930 oo 900MAX PORT. SAMPLER  
CONT. W/ COVER ;  
120900452542

1.4 8930 oo 900MAX PORT. SAMPLER  
CONT. W/ COVER ;  
120900453489

1.5 900MAXPS1 oo 900MAX PORT STD W/2.5GAL  
BTTL KIT ; 131200489529

1.6 900MAXPS1 oo 900MAX PORT STD W/2.5GAL  
BTTL KIT ; 131200489530

2 BSPPLUSDR2800 08-JUN-22 07-JUN-23 BenchPlus-DR2800 4,710.00

The Bench Service Plus includes:  
Factory repairs only, one Start-up  
or one PM/Calibration on site per  
year, unlimited technical support  
calls and free software upgrades  
on your instrument. Travel is  
included for one on-site visit.  
Additional visits may be billable.

2.1 DR2800-01 oo aa DR2800 SPECTRO W/O  
BATTERY PACK ; 1154186

2.2 DR2800-01 oo aa DR2800 SPECTRO W/O  
BATTERY PACK ; 1387545

2.3 DR2800-01 oo aa DR2800 SPECTRO W/O  
BATTERY PACK ; 1323491

2.4 DR2800-01 oo aa DR2800 SPECTRO W/O  
BATTERY PACK ; 1243964

2.5 DR2800-01 oo aa DR2800 SPECTRO W/O  
BATTERY PACK ; 1153406

**Sub Total :** 11,928.00  
**Tax:** 0.00



**HACH SERVICE PARTNERSHIP  
QUOTATION**

*Headquarters*  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

*Purchase Orders*

Page :  
Partnership Number :


3 of 3  
HACH283484-IW  
C

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Chicago, IL 60693

*Wire Transfers*  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

**Total :** 11,928.00

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b> <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	Page : 1 of 3 Partnership Number : HACH283484-M T-LEMMON
	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693  <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



**Partnership Number :** HACH283484-MT-LEM **Version :** 0.5 **Quotation Date :** 24-FEB-22  
**MON** **Expiration Date :** 25-MAY-22

**Hach Company Contact :** Wood, Kenneth Alan **Service Partnership Phone :** **Service Partnership Email :** al.wood@hach.com  
**Customer Ref :** BUDGETARY QUOTE **Customer Contact :** MITCHELL, JOSEPH  
**Customer Phone :** 484-3850 **Customer Fax :** **Customer Email :** JOSEPH.MITCHELL@PIMA.GOV

<u>Bill-To Account # 127240</u>		<u>Ship-To Account # 127240</u>		
Customer Name	PIMA COUNTY	Customer Name	PIMA COUNTY	<b>Payment Terms:</b> Net 30
Address4		Address4	MT LEMMON	<b>Billing Method:</b> Annual-Invoices on START Date
Address1	PO BOX 791	Address1	12633 N SABINO CANYON PARK	<b>Currency:</b> USD
Address2		Address2		
Address3		Address3		
City,State, PostalCode	TUCSON-AZ-85701	City,State, Postalcode	MOUNT LEMMON-AZ-85619	
Province/Country	US	Province/Country	US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSP900MAX CONTROLLER ONLY	08-JUN-22	07-JUN-23	Fid Svc 900MAX Controller only 1 VST Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Coverage does NOT include refrigerator. For	1,203.00



**HACH SERVICE PARTNERSHIP  
QUOTATION**

Page : 2 of 3  
Partnership Number : HACH283484-M  
T-LEMMON

*Headquarters*  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

*WebSite:* [www.hach.com](http://www.hach.com)

*Remittance*  
2207 Collections Center Dr  
Chicago, IL 60693

*Purchase Orders*

*Wire Transfers*  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

coverage on the AWRS only,  
please use p/n:  
FSPREFRIGERATION AWRS  
ONLY 1 VST

1.1 8973

oo 900 MAX REF. SAMPLER  
CONTROLLER ONLY ;  
090100307036

2	FSPAS950 CONTROLLER ONLY	08-JUN-22	07-JUN-23	Fld Svc AS950 Controller only 1 VST	819.00
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Field Service includes: All parts,  
labor, and travel for on-site repairs,  
1 on-site calibrations per year,  
factory recommended maintenance  
(including required parts), unlimited  
technical support calls, and free  
firmware updates. Please see  
service terms and conditions for  
additional details on our service  
plans, and to ensure you have an  
opportunity to review our  
environmental and safety  
requirements. Coverage does  
NOT include refrigerator. For  
coverage on the AWRS only,  
please use p/n:  
FSPREFRIGERATION AWRS  
ONLY 1 VST

2.1 ASA.CXXX

ee AS950 CONTROLLER ONLY,  
AWRS, BASIC ; 172090005249

3	FSPREFRIGERATION AWRS ONLY 1 VST	08-JUN-22	07-JUN-23	Fld Svc Refrigeration System 1 VST	433.00
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Field Service will be performed by  
an approved contractor that is  
handled by Hach. The FSP  
includes: All parts, labor, and travel  
for on-site repairs, 1 on-site  
calibrations per year, factory  
recommended maintenance  
(including required parts), and  
unlimited technical support calls.  
Coverage applies to all refrigerated  
samplers and does NOT include  
sampler controllers.

3.1 9503600

AWRS BASE UNIT, 115V,  
SD900/AS950 ; 172130496646

4	BSPPLUSDR2800	08-JUN-22	07-JUN-23	BenchPlus-DR2800	942.00
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The Bench Service Plus includes:  
Factory repairs only, one Start-up



**HACH SERVICE PARTNERSHIP  
QUOTATION**

*Headquarters*  
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Loveland, CO 80539-0389

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Page :  
Partnership Number :

3 of 3  
HACH283484-M  
T-LEMMON

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*Remittance*  
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Chicago, IL 60693

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231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593


or one PM/Calibration on site per  
year, unlimited technical support  
calls and free software upgrades  
on your instrument. Travel is  
included for one on-site visit.  
Additional visits may be billable.

4.1

DR2800-01

oo aa DR2800 SPECTRO W/O  
BATTERY PACK ; 1357647

**Sub Total :** 3,397.00  
**Tax:** 0.00  
**Total :** 3,397.00

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 14 Partnership Number : HACH283484-TR ESRIOS
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: <a href="http://www.hach.com">www.hach.com</a>



**Partnership Number :** HACH283484-TRESRI OS      **Version :** 0.177      **Quotation Date :** 24-FEB-22  
**Expiration Date :** 10-APR-22

**Hach Company Contact :** Wood, Kenneth Alan      **Service Partnership Phone :**      **Service Partnership Email :** al.wood@hach.com  
**Customer Ref :** BUDGETARY QUOTE      **Customer Contact :** MITCHELL, JOSEPH  
**Customer Phone :** 484-3850      **Customer Fax :**      **Customer Email :** JOSEPH.MITCHELL@PIMA.GOV

Bill-To Account # 127240		Ship-To Account # 127240		Payment Terms: Net 30	
Customer Name	PIMA COUNTY	Customer Name	PIMA COUNTY	Billing Method:	Annual-Invoices on START Date
Address4		Address4		Currency:	USD
Address1	PO BOX 791	Address1	INA ROAD WHSE BLDG 2		
Address2		Address2	7101 N CASA GRANDE HWY		
Address3		Address3			
City,State, PostalCode	TUCSON-AZ-85701	City,State, Postalcode	TUCSON-AZ-85743-8618		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	BSPPLUSDR2800	08-JUN-22	07-JUN-23	BenchPlus-DR2800:08-JUN-2022:07-JUN-2023 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	4,710.00
1.1	DR2800-01			00 aa DR2800 SPECTRO W/O BATTERY PACK ; 1194029	



**HACH SERVICE PARTNERSHIP  
QUOTATION**

Page : 2 of 14  
Partnership Number : HACH283484-TR  
ESRIOS

*Headquarters*  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

*WebSite:* [www.hach.com](http://www.hach.com)

*Remittance*  
2207 Collections Center Dr  
Chicago, IL 60693

*Purchase Orders*

*Wire Transfers*  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

1.2	DR2800-01B1			oo aa db DR2800 SPECTROPHOTOMETER W/BATTERY ; 1400770	
1.3	DR2800-01B1			oo aa db DR2800 SPECTROPHOTOMETER W/BATTERY ; 1338252	
1.4	DR2800-01B1			oo aa db DR2800 SPECTROPHOTOMETER W/BATTERY ; 1400769	
1.5	DR2800-01			oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1283346	
2	FSPNITRATAX	08-JUN-22	07-JUN-23	Fld Svc-2V Nitratax Sensor:08-JUN-2022:07-JUN-2023	14,560.00
2.1	LXV417.99.10002			db NITRATAX PLUS SC 1MM ; 1560393	
2.2	LXV417.99.50002			db NITRATAX PLUS SC 5 MM ; 1428027	
2.3	LXV417.99.10002			db NITRATAX PLUS SC 1MM ; 1462622	
2.4	LXV417.99.50002			db NITRATAX PLUS SC 5 MM ; 1415533	
2.5	LXV417.99.50002			db NITRATAX PLUS SC 5 MM ; 1428026	
2.6	LXV417.99.50002			db NITRATAX PLUS SC 5 MM ; 1418988	
2.7	LXV417.99.10002			db NITRATAX PLUS SC 1MM ; 1391781	
2.8	LXV417.99.50002			db NITRATAX PLUS SC 5 MM ; 1428028	
2.9	LXV417.99.50002			db NITRATAX PLUS SC 5 MM ; 1412771	
2.10	LXV417.99.10002			db NITRATAX PLUS SC 1MM ; 1229490	
3	FSPSC1000	08-JUN-22	07-JUN-23	Fld Svc-1V SC1000 Controller:08-JUN-2022:07-JUN-2023	3,588.00
3.1	LXU400.99.1R172			ARRA MODULE, PROBE, SC1000 ; 1389961	



**HACH SERVICE PARTNERSHIP  
QUOTATION**

*Headquarters*  
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5600 Lindbergh Drive  
Loveland, CO 80539-0389

*Purchase Orders*

Page :  
Partnership Number :

3 of 14  
HACH283484-TR  
ESRIOS


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Chicago, IL 60693

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Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

3.2	LXV400.99.1B572			db ee MODULE, PROBE (4-SNSR), SC1000, 4mA ; 1196617	
3.3	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1714323	
3.4	LXV400.99.1R172			ee PROBE MODULE, SC1000 ; 1659522	
3.5	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1414749DUP	
3.6	LXU402.99.00002			ARRA MODULE, DISPLAY W/O GSM, SC1000 ; 1390017	
3.7	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1666479	
3.8	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1714486	
3.9	LXU402.99.00002			ARRA MODULE, DISPLAY W/O GSM, SC1000 ; 1390019	
3.10	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1428528	
3.11	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1227416	
3.12	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1602578	
4	FSPSC200	08-JUN-22	07-JUN-23	Fld Svc-1V SC200 Controller:08-JUN-2022:07-JUN-20 23	18,432.00
4.1	LXV404.US.00552			sc200 CONTROLLER, 2 DIG, HACH, US ; 110659001749	
4.2	LXV404.US.00552			sc200 CONTROLLER, 2 DIG, HACH, US ; 110659001742	
4.3	LXV404.US.00552			sc200 CONTROLLER, 2 DIG, HACH, US ; 110659001750	
4.4	LXV404.US.00552			sc200 CONTROLLER, 2 DIG, HACH, US ; 110659001743	
4.5	LXV404.US.00552			sc200 CONTROLLER, 2 DIG, HACH, US ; 110659001745	



	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 4 of 14 Partnership Number : HACH283484-TR ESRIOS
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

4.6	LXV404.US.00552	sc200 CONTROLLER, 2 DIG, HACH, US ; 110659001751
4.7	LXV404.US.00552	sc200 CONTROLLER, 2 DIG, HACH, US ; 110659001752
4.8	LXV404.US.00552	sc200 CONTROLLER, 2 DIG, HACH, US ; 110659001746
4.9	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1112C0029391
4.10	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0029956
4.11	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0030494
4.12	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0027457
4.13	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0030490
4.14	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0030566
4.15	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035080
4.16	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035072
4.17	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035071
4.18	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0033052
4.19	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0033050
4.20	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035065
4.21	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035098
4.22	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035097



**HACH SERVICE PARTNERSHIP  
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*Purchase Orders*

Page :  
Partnership Number :

5 of 14  
HACH283484-TR  
ESRIOS

*WebSite:* [www.hach.com](http://www.hach.com)

*Remittance*  
2207 Collections Center Dr  
Chicago, IL 60693

*Wire Transfers*  
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231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

4.23	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035063
4.24	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0033047
4.25	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035085
4.26	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035083
4.27	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 120259002686
4.28	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035073
4.29	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035086
4.30	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035081
4.31	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035066
4.32	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0033045
4.33	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035100
4.34	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0026464
4.35	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0027459
4.36	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0026475
4.37	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0026466
4.38	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035076
4.39	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0033053



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*WebSite:* [www.hach.com](http://www.hach.com)

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2207 Collections Center Dr  
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Account: 8765602385  
Routing (ABA): 026009593

4.40	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 120259002688
4.41	LXV404.99.00522	sc200 CONTROLLER, AC-DC,DIG, COND, HACH ; 1303C0065522
4.42	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1812C0169612
4.43	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1905C0186977
4.44	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1905C0196737
4.45	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1905C0186972
4.46	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1905C0196738
4.47	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1905C0196740
4.48	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1905C0196734
4.49	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1209C0048439
4.50	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1905C0196739
4.51	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1905C0177583
4.52	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1805C0183496
4.53	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1309C0094712
4.54	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035091
4.55	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1905C0186979
4.56	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1905C0186974



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4.57	LXV404.99.00552				sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1309C0094701	
4.58	LXV404.99.00552				sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1508C0122578	
4.59	LXV404.99.00552				sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1209C0048441	
4.60	LXV404.99.00502				sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0027456	
4.61	LXV404.99.00502				sc200 CONTROLLER, AC-DC, DIG,HACH ; 1111C0027437	
4.62	LXV404.99.00552				sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 160459125616	
4.63	LXV404.99.00552				sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1309C0094701	
4.64	LXV404.99.00502				sc200 CONTROLLER, AC-DC, DIG,HACH ; 1201C0035086	
5	FSPSOLITAX	08-JUN-22	07-JUN-23		Fid Svc-2V Solitax Sensor:08-JUN-2022:07-JUN-2023	17,934.00
5.1	LXV423.99.10100				db TS-LINE sc/IMMERSION 50g/l WIPER PVC ; 1328881	
5.2	LXV424.99.00100				db INLINE sc/INSERTION 50g/l WIPER SS ; 1427860	
5.3	LXV424.99.00100				db INLINE sc/INSERTION 50g/l WIPER SS ; 1427865	
5.4	LXV423.99.00100				db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1690690	
5.5	LXV424.99.00100				db INLINE sc/INSERTION 50g/l WIPER SS ; 1674648	
5.6	LXV424.99.00100				db INLINE sc/INSERTION 50g/l WIPER SS ; 1427862	
5.7	LXV424.99.00100				db INLINE sc/INSERTION 50g/l WIPER SS ; 1427863	
5.8	LXV424.99.00100				db INLINE sc/INSERTION 50g/l WIPER SS ; 1427864	
5.9	LXV424.99.00200				db HIGHLINE sc/INSERT 500g/l WIPER SS ; 1637961DUP0	



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5.10	LXV424.99.00200	db HIGHLINE sc/INSERT 500g/l WIPER SS ; 1640626DUPO
5.11	LXV423.99.00100	db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1894888
5.12	LXV423.99.00100	db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1178617
5.13	LXV424.99.00200	db HIGHLINE sc/INSERT 500g/l WIPER SS ; 1634345
5.14	LXV424.99.00200	db HIGHLINE sc/INSERT 500g/l WIPER SS ; 1634376DUPO

6	FSPAN-ISE	08-JUN-22	07-JUN-23	Fld Svc ANISE Sensor 2 Visit:08-JUN-2022:07-JUN-2023 Field Service includes all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	49,439.00
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6.1	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1488726
6.2	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1488564
6.3	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1511288
6.4	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1488723
6.5	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1488727
6.6	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1489317
6.7	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1488730
6.8	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1488728
6.9	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1489319



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6.10	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1696161	
6.11	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1498515	
6.12	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1511929	
6.13	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1498512	
7	FSPCL17	08-JUN-22	07-JUN-23	aa Fld Svc-2V CL17 (current version):08-JUN-2022:07-JUN-202 3 For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.	6,955.00
7.1	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 131200940315	
7.2	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 140900505811	
7.3	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 030100006523	
7.4	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 181590017685	
7.5	8572300			ee TOP LEVEL ASSY, CL17sc, STANDPIPE INSTALL KIT ; 201920013053	
8	FSP1720E	08-JUN-22	07-JUN-23	Fld Svc-4V 1720E Turb Sensor:08-JUN-2022:07-JUN-2023 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety	1,860.00



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requirements.

8.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 111208204544	
8.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 150800507124	
9	BSPPLUSDR3900	08-JUN-22	07-JUN-23	BenchPlus-DR3900:08-JUN-2022: 07-JUN-2023 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	5,020.00
9.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1539412	
9.2	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1627389	
9.3	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1627457	
9.4	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1665592	
9.5	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1665577	
10	FSP900MAX CONTROLLER ONLY	08-JUN-22	07-JUN-23	Fld Svc 900MAX Controller only 1 VST:08-JUN-2022:07-JUN-2023 Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Coverage does	6,015.00



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NOT include refrigerator. For coverage on the AWRS only, please use p/n: FSPREFRIGERATION AWRS ONLY 1 VST

10.1 8973

oo 900 MAX REF. SAMPLER CONTROLLER ONLY ;  
111000421677

10.2 8973

oo 900 MAX REF. SAMPLER CONTROLLER ONLY ;  
111000421678

10.3 8973

oo 900 MAX REF. SAMPLER CONTROLLER ONLY ;  
111000421679

10.4 8600

oo 900 MAX AWRS CONTROLLER ONLY ;  
140100490584

10.5 3543

oo 900MAX ALL WEATHER REF. SAMP., 115V ; 030600000314

11 FSPREFRIGERATION AWRS ONLY 08-JUN-22 07-JUN-23  
1 VST

Fld Svc Refrigeration System 1 3,464.00  
VST:08-JUN-2022:07-JUN-2023  
Field Service will be performed by an approved contractor that is handled by Hach. The FSP includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), and unlimited technical support calls. Coverage applies to all refrigerated samplers and does NOT include sampler controllers.

11.1 900SDRAWRS1

oo SD900 AWRS (115V) w/5.5 GAL BTTLE KIT ; 142720493167

11.2 3543RH

oo 900MAX on 115V ROTOMOLD CABINET w/HEATER ;  
111000419504

11.3 3543RH

oo 900MAX on 115V ROTOMOLD CABINET w/HEATER ;  
111000419503

11.4 ASA.CXXX

ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 193220499643





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11.5	3543				oo 900MAX ALL WEATHER REF. SAMP., 115V ; 030600000313	
11.6	9503600				AWRS BASE UNIT, 115V, SD900/AS950 ; 193180499629	
11.7	9503600				AWRS BASE UNIT, 115V, SD900/AS950 ; 172140496649	
11.8	900SDRAWRS1				oo SD900 AWRS (115V) w/5.5 GAL BTTLE KIT ; 142720493165	
12	FSPAS950 CONTROLLER ONLY	08-JUN-22	07-JUN-23		Fld Svc AS950 Controller only 1 VST:08-JUN-2022:07-JUN-2023 Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Coverage does NOT include refrigerator. For coverage on the AWRS only, please use p/n: FSPREFRIGERATION AWRS ONLY 1 VST	4,914.00
12.1	ASA.CXXX				ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 180160007069	
12.2	ASA.CXXX				ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 171520004676	
12.3	ASA.CXXX				ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 193220499643	
12.4	ASA.CXXX				ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 172130005266	
12.5	ASA.CXXX				ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 172980006155	
12.6	ASA.CXXX				ee AS950 CONTROLLER ONLY, AWRS, BASIC ; 181060007976	
13	FSPSS7	08-JUN-22	07-JUN-23		Fld Svc-2V Surface Scatter 7:08-JUN-2022:07-JUN-2023	1,099.00



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	13.1	LPV431.99.00002			SS7 HACH SENSOR ASSY ; 170700557629	
14	FSPRTC		08-JUN-22	07-JUN-23	Field Service Partnership, First RTC Channel:08-JUN-2022:07-JUN-202 3 Coverage and support of first RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer.	3,066.00
	14.1				CONTRACT SPECIAL ITEM	
15	FSPRTC		08-JUN-22	07-JUN-23	Field Service Partnership, First RTC Channel:08-JUN-2022:07-JUN-202 3 Coverage and support of first RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer.	3,066.00
	15.1				CONTRACT SPECIAL ITEM	
16	FSPRTC		08-JUN-22	07-JUN-23	Field Service Partnership, First RTC Channel:08-JUN-2022:07-JUN-202 3 Coverage and support of first RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer.	3,066.00
	16.1				CONTRACT SPECIAL ITEM	
17	FSPSD900 CONTROLLER ONLY		08-JUN-22	07-JUN-23	Fid Svc SD900 Controller only 1 VST:08-JUN-2022:07-JUN-2023 Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free	1,075.00



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firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Coverage does NOT include refrigerator. For coverage on the AWRS only, please use p/n: FSPREFRIGERATION AWRS ONLY 1 VST


17.1

8600

00 900 MAX AWRS  
CONTROLLER ONLY ;  
140100490584

**Sub Total :** 148,263.00  
**Tax:** 0.00  
**Total :** 148,263.00

ATTACHMENT 7 - CRAO

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 2 Partnership Number : HACH283484-CR AO Lab
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: <a href="http://www.hach.com">www.hach.com</a>




**Partnership Number :** HACH283484-CRAO Lab      **Version :** 0.11      **Quotation Date :** 10-MAR-22  
**Expiration Date :** 08-JUN-22

**Hach Company Contact :** Wood, Kenneth Alan      **Service Partnership Phone :**      **Service Partnership Email :** al.wood@hach.com  
**Customer Ref :** RENEWAL QUOTE      **Customer Contact :** MITCHELL, JOSEPH  
**Customer Phone :** 484-3850      **Customer Fax :**      **Customer Email :** JOSEPH.MITCHELL@PIMA.GOV

<u>Bill-To Account # 127240</u>		<u>Ship-To Account # 127240</u>			
Customer Name	PIMA COUNTY	Customer Name	PIMA COUNTY	Payment Terms:	Net 30
Address4		Address4		Billing Method:	Annual-Invoices on START Date
Address1	PO BOX 791	Address1	2955 W CALLE AGUA NUEVA	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	TUCSON-AZ-85701	City,State,Postalcode	TUCSON-AZ-85745-9705		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPQC8500	23-NOV-22	07-JUN-23	aa Field Service Partnership, Lachat QC8500, 1V Field Service Partnership provides full coverage, including on-site repairs and one annual preventative maintenance/calibration visit. ASX Autosampler, Block Digester, and MicroDist covered separately. Not available for Series 1 instruments (p/n A85110).	7,362.94
1.1	A58102			CORE UNIT, 115V, QC8500 S2 ; 150100001810	

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 2 of 2 Partnership Number : HACH283484-CR AO Lab
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

1.2	A58102			CORE UNIT, 115V, QC8500 S2 ; 111100001373	
2	BSPPLUSDR6000	08-JUN-22	07-JUN-23	BenchPlus-DR6000:08-JUN-2022: 07-JUN-2023 The Bench Service Plus Partnership includes repairs at the Hach Service Center, one on-site start-up or preventative maintenance/calibration visit, unlimited technical support calls, and free software upgrades.	1,623.00
2.1	LPV441.99.00012			db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 1976355	
				<b>Sub Total :</b>	8,985.94
				<b>Tax:</b>	0.00
				<b>Total :</b>	8,985.94

**EXHIBIT C – SAFETY AND SECURITY**

Contractor shall meet the following requirements when accessing County Water Treatment Facilities:

- 1) Contractor's personnel must attend a plant safety briefing prior to work activities on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment Point of Contact to schedule safety briefing.
- 2) Contractor's employees are required to sign in with the Plant Site 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) Contractor must wear an ID pass at all times while on plant site, and return ID pass upon leaving the facility to Plant Site Administration Office.
- 5) Upon leaving the facility at the end of each day, the Contractor must check out with the County designated Point of Contact and may request an electronic signature or leave a copy of work ticket(s).
- 6) Contractor will be 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's 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) Contractor's personnel shall be designated by an easily identifiable company shirt or badge worn at all times while on-site.
- 9) Upon daily completion of the work performed by the Contractor, 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) All possible safety hazards to workers or the public shall be corrected immediately. Work site shall be left in a safe condition at the end of each workday.
- 12) Contractor must provide all their own personnel, materials, tools and equipment to perform the necessary inspections/repairs at no additional cost to Pima County. However, if a job requires a forklift or a non-typical tool, the contractor may request that rental for equipment and tools be charged to Pima County.
- 13) Contractor must have Occupational Safety and Health Administration (OSHA) compliant lock-out/tag-out program 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 Safety Data Sheet (SDS) to the RWRD Treatment Point of Contact for approval prior to application.
- 16) Upon award of the contract, Contractor will submit SDS to RWRD
- 17) RWRD prohibits smoking and e-cigarette/vaping devices, use of chewing/smokeless tobacco, alcohol, drugs and weapons on all plant sites.