

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

●Award ○Contract ○Grant

Requested Board Meeting Date: 5/21/2019

\* = Mandatory, information must be provided

or Procurement Director Award

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

Western Environmental Equipment Company (Headquarters: Scottsdale, AZ)

#### \*Project Title/Description:

ISCO Parts and Service

#### \*Purpose:

Award: Master Agreement No. MA-PO-19-182. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$328,500.00 (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. 19-180 is recommended to Western Environmental Equipment Company, which has accepted the terms of the County's Offer Agreement.

PRCUID: 335153

Attachments: Master Agreement

\*Program Goals/Predicted Outcomes:

To obtain a source for ISCO products used to measure and monitor wastewater and stormwater flow rates at County sites.

#### \*Public Benefit:

Automated flow monitoring of County sewer conveyance and drainage systems will reduce sanitary sewer overflows.

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

The administering department will monitor on-time delivery and billing to ensure contract compliance.

\*Retroactive:

No

TO: LOB 5/1/19 (1) Vers: 1 pgs: 30

Contract / Award Information	
Document Type: MA Department Code: PO	Contract Number (i.e., 15-123): 19-182
	Prior Contract Number (Synergen/CMS):
⊠ Expense Amount: \$* 328,500.00	
*Funding Source(s) required: Wastewater Enterprise Fund a	
Funding from General Fund? OYes ONo If Yes	\$% 5
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?	TYes 🛛 No
If Yes, attach the required form per Administrative Procedure	
Amendment / Revised Award Information	
Document Type: Department Code:	
	_ AMS Version No.:
Effective Date:	New Termination Date:
	Prior Contract No. (Synergen/CMS):
C Expense or C Revenue C Increase O Decrease	Amount This Amendment: \$
	Yes \$
*Funding Source(s) required:	
Funding from General Fund? OYes ONo If	Yes \$ %
Grant/Amendment Information (for grants acceptance and	•
Document Type: Department Code:	Grant Number (i.e., 15-123):
Effective Date: Termination Date:	Amendment Number:
Match Amount: \$	
*All Funding Source(s) required:	
• • • • • • • • • • • • • • • • • • •	
*Match funding from General Fund? CYes CNo If Y	/es \$ %
*Match funding from other sources? CYes CNo If Y	/es \$%
*Funding Source:	
*If Federal funds are received, is funding coming directly	from the
Federal government or passed through other organization	n(s)?
Contact: Michael Warren, CPPB, Procurement Officer	For Division Manager (De Curti) aldo
Department: March, of P.B., Hocklement oncer ()	Division Manager: Allweithaldo
Department Director Signature/Date:	$\frac{4/26/19}{4/29/14}$ Telephone:
Deputy County Administrator Signature/Date:	Jesur Jeilla
County Administrator Signature/Date:	4/29/19
(Required for Board Agenda/Addendum Items)	concerning cf/29/19
Revised 5/2018 Page	2 of 2



### MASTER AGREEMENT

#### PIMA COUNTY, ARIZONA

#### THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master	Agreement No	: 19000000000000000182

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Description: ISCO Parts and Service

I S U E R	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701 Issued By: MICHAEL WARREN Phone: 5207243730 Email: michael.warren@pima.gov	T E R M S	Initiation Date: 05-21-2019 Expiration Date: 05-20-2020 NTE Amount: \$328,500.00 Used Amount: \$0.00
V E N D R	Western Environmental Equipment Co 14455 N 79TH ST STE A SCOTTSDALE AZ 85260	Contact: Phone: Email: Terms: Days:	DENNIS GAMACHE 480-607-2884 dgamache@weeci.com 0.00 % 30

Shipping Method:

Vendor Method

 Delivery Type:
 Standard Ground

 FOB:
 FOB Dest, Freight Allowed

**Modification Reason** 

This Master Agreement is for an initial term of one (1) year in the annual award amount of \$328,500.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment - Offer Agreement

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





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		- A				
1	Power cord, 8ft (2.5 n Discount					
	0.0000 %	UOM EA	Unit Price \$27.00	Stock Code 28522	VPN EID 28522	MPN 604304044
			<b>42</b> 7.00	EUJEZ		004304044
2	TIENet® 304 contact ( Discount	Output option card	II-ta D-ta -			
	0.0000 %	EA	Unit Price \$268.00	Stock Code 28522	VPN FID 28522	MPN 604004000
			•	20022	EID 28522	604304069
•	TIENet® 308 analog 4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$337.00	28522	EID 28522	604304006
	CDMA LTE cell mode	m w/magnetic mou	nt ant for Signature	® mete		
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$987.00	28522	EID 28522	604307102
	TIENet® bulk cable, c	ut to length, 999 ft (	(304 m) max			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00	28522	EID 28522	604304050
	TIENat® Naturals For					
	TIENet® Network Exp Discount	UOM	Unit Price	able Stock Code		MON
	0.0000 %	EA	\$502.00	28522	VPN EID 28522	MPN 604204044
				LUULL		604304044
	USB cable, 6.5ft (2 m)			<b>.</b>		
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28.00	28522	EID 28522	480294601
	USB cable, 3in (75 mn	h). USB micro-A to	USB A for USB			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28.00	28522	EID 28522	480294602
	TIENet® Receptacle, s	tandard 1 ff (0 205	m) longth			· · · · · · · ·
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$182.00	28522	EID 28522	604304056
						004004000
D	Signature® Base Mete Discount					
	0.0000 %	UOM EA	Unit Price \$2,450.00	Stock Code	VPN	MPN
		· · ·	-	28522	EID 28522	624350013
1	2150 Flow Module with		ule			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4,373.00	28522	EID 28522	682050003
2	2150 Flow Module only	1				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,414.00	28522	EID 28522	602004007
3	Area Velocity Sensor f	or 2150 Flow Modu	la with 10m cable			
-	Discount	UOM	Unit Price	Stock Code	VPN	MON
	0.0000 %	EA	\$1,288.00	28522	EID 28522	MPN 602004135
						002004100
ŀ	Area Velocity Sensor f			<u> </u>	1000	
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,357.00	28522	EID 28522	602004546
5	Area Velocity Sensor f		le with 23m cable			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,412.00	28522	EID 28522	602004549
	SPA 1646. 2150 Area V	elocity Sensor.				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00	28522	EID 28522	605314646
		able dott /n				
	USB Communication C Discount		Linit Drive	Stock Carl-	VON	
	0.0000 %	UOM EA	Unit Price \$288.00	Stock Code	VPN	MPN COORDATESZ
				28522	EID 28522	6020D4507
	SPA 1233. 2150 Area V		It to length			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00	28522	EID 28522	605314233
		nor Simulator				
	Z150 Area velocity Ser	SDESHDUMOC				
	2150 Area Velocity Sen Discount	UOM	Unit Price	Stock Code	VP <b>N</b>	MPN





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20	SPA 1429. 2100 non-IS	CO Battery Conn	Cable. Built to lend	ath		· · ·
	Discount 0.0000 %	UÓM	Unit Price \$0.00	Stock Code 28522	<b>VPN</b> EID 28522	<b>MPN</b> 605314429
21	2160 LaserFlow™ mod	lule with 2191 Baff	erv Module			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,009.00	28522	EID 28522	682160014
22	2160 LaserFlow modul					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,383.00	28522	EID 28522	602004 <b>7</b> 00
12						002004700
23	2191 Battery Module. In Discount	UOM	Unit Price			
	0.0000 %	EA	\$802.00	Stock Code 28522	VPN EID 28522	MPN 602004006
• •				20022	LID 20022	002004000
24	Carrying handle for 210			<b>- -</b> .		
	Discount	UOM Ea	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$76.00	28522	EID 28522	602004377
25	Suspension strap/carry					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA EA	\$25.00	28522	EID 28522	601704017
26	TIENet®360 LaserFlow	™ Sensor w/ rece	ot for rem ivi sense	э <b>г</b>		
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8,235.00	28522	EID 28522	682160061-ISCO3101
27	TIENet®360 LaserFlow	M Sensor 75ff chl	w/hit_in Ultreonie (	Son		•
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9,485.00	28522	EID 28522	682160061-ISCO3099
28	TIENet® 360 LaserFlow			. 1714		
.0	Discount	UOM Sensor w/5π α	Unit Price	j Kit Stock Code	VENI	
	0.0000 %	EA	\$10,075.00	28522	VPN EID 28522	MPN 682160061-ISCO3105
-	<b>, -</b>		, ,			082100001-130031.08
29	TIENet® 360 LaserFlow Discount				1. mar. 1	
	0.0000 %	UOM EA	Unit Price \$11,325.00	Stock Code	VPN	MPN
				28522	EID 28522	682160061-ISCO3103
10	TIENet®310 Ultrasonic				1	
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA ·	\$1,100.00	28522	EID 28522	604314009
1	TIENet®310 Ultrasonic	Level Sensor w/75	ft cbl & TIEN plug			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,185.00	28522	EID 28522	604314011
32	TIENet®310 Ultrasonic	Level Sensor, cut	ordr cbi & TiEN nic	1	•	
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00	28522	EID 28522	604314013
33	Magnetic Mount Antenn	o for CDMA, CSM				
50	Discount	UOM	Unit Price	Stock Code	VPN	
	0.0000 %	EA	\$200.00	28522	EID 28522	<b>MPN</b> 604804035
-				LUULL		004804035
4	SPA 1908. Blade Antenr					
	Discount	UOM EA	Unit Price \$150.00	Stock Code	VPN	MPN
	0.0000 %	EA	\$120.00	28522	EID 28522	604804035
85	2103ci CDMA Cell Phon			enna		
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,310.00	28522	EID 28522	682000098
6	2105ci CDMA Serial Ove	er IP modern mod	w/60-2004-550 db n	nm ant		
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,295.00	28522	EID 28522	682000099
7	30' SMB Extension Cabl	0				
•	Discount	UOM	Unit Price	Stock Code	VPN	MON
	0.0000 %	EA	\$135.00	28522	EID 28522	MPN 605324171
~						000027171
8	120 VAC pwr adapter, fo					
	Discount	UOM EA	• Unit Price	Stock Code	VPN	MPN ODODO 1057
	0.0000 %	LA	\$149.00	28522	EID 28522	602004057



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0	Pasing Diverties 0 to 1	No			· · · · ·	· · · · · · · · · · · · · · · · · · ·	
9	Spring Ring for 6 inch E Discount 0.0000 %	Diameter Pipe UOM EA	Unit Price \$100.00	Stock Code 28522	<b>VPN</b> EID 28522	MPN 683200007	
			+	LOULL	210 20022	000200007	
)	Spring Ring for 8 inch D Discount	iameter Pipe UOM	Unit Balan				
	0.0000 %	EA	Unit Price \$107.00	Stock Code 28522	VPN	MPN 6P220000P	
			φ107.00	20022	EID 28522	683200008	
	Spring Ring for 10 inch			<b>-</b>			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$112.00	28522	EID 28522	683200009	
2	Spring Ring for 12 inch	Diameter Pipe					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$116.00	28522	EID 28522	683200010	
;	Spring Ring for 15 inch	Diameter Pipe					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$124.00	28522	EID 28522	683200011	•
	SPA 194, Spring Ring fo	r 4 inch Diamotor	Pino				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$102.00	28522	EID 28522	604304194	
				·	2.2.20022		
5.	SPA 1916, Spring Ring f Discount			04		· · · ·	
	0.0000 %	UOM EA	Unit Price \$101.00	Stock Code 28522		MPN	
				20022	EID 28522	605314916	
5	SPA 1873, Spring Ring f						
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$118.00	28522	EID 28522	605314873	
	SPA 1784, Spring Ring f	or 14 inch Diamet	er Pipe			•	
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$135.00	28522	EID 28522	605314784	
	SPA 913, Mod to Add Sc	issor Mechanism	to Spring Ring				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$379.00	28522	EID 28522	605304913	
	"Pima County" Baseplat	os (No hooks)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$250.00	28522	EID 28522	605324010	
			+======			000024010	
I	#1 Ring Section Discount		U-34 D-3	~			
	5	EA	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	LA	\$52.00	28522	EID 28522	603004172	
	#2 Ring Section						
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$83.00	28522	EID 28522	603004173	
	#3 Ring Section			·		·	
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$93.00	28522	EID 28522	603004174	
	#4 Ring Section						
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	÷
	0.0000 %	ĒA	\$105.00	28522	EID 28522	603004175	
		,					
	Scissors Ring, Scissors   Discount	UOM	Unit Price	Stook Code	VONI		
	0.0000 %	EA	\$294.00	Stock Code 28522	VPN EID 28522	MPN 602004170	
			-		CID 20022	603004170	
	Permanent wall mount fo						
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$667.00	28522	EID 28522	604364003	
	Temp Mount Kit for TIEN	et® 360 LaserFlov	v™ 48-55in				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$847.00	28522	EID 28522	624360032	
	Temp Mount Kit for TIEN	et® 360 LaserFlov	v™ 54-66in				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$717.00	28522	EID 28522	624360034	



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8	Temp Mount Kit for 1	TENet® 360 LaserFid	ow™ 63-84in			1
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$717.00	28522	EID 28522	624360035
	Town Mount Kit for 7					
1	Temp Mount Kit for 1 Discount	UOM	Unit Price	Dinale Carla	VON	
	0.0000 %	EA	\$717.00	Stock Code 28522	VPN EID 28522	MPN 624260026
			·		EID 20022	624360036
	Wall mt bracket for 7			or		
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$41.00	28522	EID 28522	602003615
	Ultrasonic sensor ca	hle strainhtonor				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$61.00	28522	EID 28522	604313009
					LID LOOLL	004010000
	Horizontal sensor mo					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$84.00	28522	EID 28522	604368020
1	Ultrasonic sensor su	nshade				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$93.00	28522	EID 28522	603004142
			,			
ŀ	Ultrasonic calibration		11	011-0 ·		
	Discount	UOM	Unit Price	Stock Code	VPN	MPN ·
	0.0000 %	EA	\$679.00	28522	EID 28522	603004143
;	Ultrasonic sensor cal	ble clamp		· · ·	,	
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	. EA	\$97.00	28522	EID 28522	603004129
	Clamp-on Sensor for	1/4" to 1" Diamatan I	Dino	· · · · · · · · · · · · · · · · · · ·		· · ·
	Discount	UOM	Unit Price	Stock Carls	VDN	
	0.0000 %	EA	\$799.00	Stock Code 28522	VPN	MPN
			\$100.00 ·	ZUUZZ	EID 28522	FD613-S1
,	Modem Antenna Ada					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$88.00	28522	EID 28522	60-5314-891
	Portable Doppler Ultr	asonic Flow Meter				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,025.00	28522	EID 28522	FD614-CE
	• • • • • • • • • • • • • • • • • • • •	1. The second	4010-0100	LUULL		10014-GE
)	DIN RAIL Mounted I.S					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,300.00	28522	EID 28522	604364112
	IP66 Enclosure for Til	ENet Barrier w/32.8ft	untermin'd cable			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$400.00	28522	EID 28522	604364120
		Nat Bassics				
	IP66 Enclosure for Til			Steel: Code	VDN	
	Discount	UOM	Unit Price	Stock Code		MPN
	0.0000 %	EA	\$485.00	28522	EID 28522	604364121
	IP66 Enclosure for TIE	ENet Barrier w/cut to	lgth unterm'd cbl			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00	28522	EID 28522	604364122
	TIENet® 360 LaserFlo	W EVTH Sancar with	t mose rango			
	Discount	UOM	Unit Price	Stock Code	VPN	
	0.0000 %	EA	\$13,400.00	28522	EID 28522	MPN 684361061-23UTBUSNS
						004001001-2001BUSNS
	TIENet® 360 LaserFlo					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12,300.00	28522	EID 28522	684361061-23UTRUSNS
	TIENet® 360 LaserFlo	w Fy M Sensor w/10	t meas range			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,000.00	28522	EID 28522	604314005
						600010000
	TIENet® 310 Ex Ultras			<b>.</b>		•
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,100.00	28522	EID 28522	604314009



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7	TIENet® 310 Ex Ultra	sonic Sensor 10ft me	as rng w/75ft cable				
	Discount 0.0000 %	UOM EA	Unit Price \$1,085.00	Stock Code 28522	<b>VPN</b> EID 28522	<b>MPN</b> 604314006	
8	TIENet® 310 Ex Ultra	sonic Sensor w/75ft c	able w/TIENnet plu	iu .			
-	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$1,185.00	28522	EID 28522	604314011	
9	TIENet® 310 Ex Ultra	eonic Level Sensor w	vout to longth chi				
3	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	0011	\$0.00	28522	EID 28522	604314013	
			•	LUULL		004014010	
0	674 Rain Gauge with Discount						
		UOM EA	Unit Price \$800.00	Stock Code 28522		MPN CORONADDA	
	0.0000 %	EA .	φουυ.υυ	20022	EID 28522	603284001	
1	Reflector plate for ho		0 Ultras Lvi Snsr				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$75.00	28522	EID 28522	602008013	
2	In-pipe mounting using	ng ISCO mountina rin	a				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$495.00	28522	EID 28522	604314006	
3	Mounting bracket for	large nine and flat	of channel				
3	Discount	UOM	Unit Price	Stock Code	VPN		
	0.0000 %	EA	\$41.00	28522	EID 28522	MPN 602003622	
			* • • • •			002000022	
1	SPA 1509 2110 Ultras						
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$345.00	28522	EID 28522	605314509	
5	SPA 1569 Cut to leng	th 2110 ultrasonic ser	nsor extension cab	1			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	· · · · ·	\$0.00	28522	EID 28522	605314569	
i	SPA 1581 Cable Asse	mbly for use with 211	0 Quick Disconn B	iox .			
•	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %		\$0.00	28522	EID 28522	605314581	
,		aval aar 0 4					
	SPA 1888 Ultrasonic I Discount	UOM	KHz Unit Price	Stock Code	VPN	MON	
	0.0000 %	UUM	\$0.00	28522	EID 28522	MPN 605314888	
-			•	LUULL		000014000	
\$	2110 Ultrasonic Modu			<b>.</b>			
	Discount	NON	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$2,432.00	28522	EID 28522	602004400	
1	2110 Ultrasonic Modu	le with 2m sensor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$3,610.00	28522	EID 28522	682000072	
	2110 Ultrasonic Modu	le w/2191 Rettery Mov	dule and 2m energy	r			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$4,398.00	28522	EID 28522	682000073	
	2110 Ultrasonic Modu			Of a share to a star			
	Discount	UOM	Unit Price	Stock Code		MPN SROODD74	
	0.0000 %	EA	\$4,054.00	28522	EID 28522	682000074	
	2110 Ultrasonic Modu		dule & 4m sensor				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$4,853.00	28522	EID 28522	682000075	
	Avalanche Sampler fo	r 120/240V or Ext DC	US A/C Pwr Cord		•		
	Discount	UOM	Unit Price	Stock Code	VPN	MPN	
	0.0000 %	EA	\$6,025.00	28522	EID 28522	682970003	
	Avalanche 2.5 Gal (10 Discount			Charle Carlo	VON		
	Discount	UOM	Unit Price	Stock Code		MPN SR0070000	
	0.0000 %	EA	\$198.00	28522	EID 28522	682970006	
	6712 Full-Size Portabl	e Sampler w/2 Discha	rge Tubes & Adptr				
		UOM	Unit Price	Stock Code	VPN	MPN	
	Discount	U U U U	Onternee		¥1 14		



Master Agreement No: 190000000000000182

MA Version: 1

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Line Description

	Beautiplien					
96	Single-Bottle Config f	or 6700 Series Full	-Sz Portable Samo	ir	·····	·······
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$193.00	28522	EID 28522	
	0.0000 /0	<u> </u>	φ155.00	20022	EID 20022	686700015
97	3/8in Stainless Steel S	Strainer, Low Flow				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$63.00	28522	EID 28522	692903138
98	Offin Minuel Occasting Lin		<b>•</b> •			
30	3/8in Vinyl Suction Lir Discount	ie, soun w/2 rubing UOM		•· · • • ·		
		EA	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$356.00	28522	EID 28522	681680059
99	6712Ci LTE Modem Me	odule w/ 60-4804-0	35 Magnetic Mnt A	otenna		
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,385.00	28522	EID 28522	609004403
		<b></b>	• •		0.0 20022	000004400
100	750 Module & Low Pro					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4,070.00	28522	EID 28522	686700106
101	720 Module and Subm	erged Probe w/25f	f Cable			
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,166.00	28522	EID 28522	686700068
		51	ψ2,100.00	LUJLL		666700068
102	Sensor Carrier					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$56.00	28522	EID 28522	603204029
103	Sensor Mounting Plate					
103	Discount	UOM	Unit Price	Oto als O a da	1. Pant	
	0.0000 %	EA		Stock Code	VPN	MPN
	0.0000 %	EA	\$94.00	28522	EID 28522	603004196
104	SPA 1347 Solar Panel	w/ Bracket, 40W				· ·
•	Discount	UÓM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,105.00	28522	EID 28522	605314347
105						000011011
105	100 Amp-Hour Deep C Discount					
		UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$200.00	28522	EID 28522	BATT100
106	Marine Battery Charge	r WEECI				
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00	28522	EID 28522	BATTCHARGER
		· · · · ·		LUULL		BATTOHARGER
107	Low Profile Area Veloc					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,409.00	28522	EID 28522	603254021
108	Pump Tubing for 5800/	4700 and 6700 Sor	ios/Auglanobo Som	olor .	•	
100	Discount	UOM	Unit Price	Stock Code	VPN	847-11
	0.0000 %	EA	\$508.00	28522		MPN
	0.0000 %	LA	4000.00	20022	EID 28522	606700045
109	Labor					
•	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$250.00	28522	EID 28522	
440						
110	Freight Only			<b>.</b>		
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00	28522	EID 28522	
	0.0000 %		\$0.00	28522	EID 28522	

#### 1. INTENT:

#### OFFER AGREEMENT (Amendment 1)

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with ISCO Parts and Service on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments*, *Instructions to Offerors*, *Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

#### 2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:

The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

#### 3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

#### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE: (See Amendment 1)

- I. PARTS This is a "no-substitute" solicitation for ISCO parts and/or accessories. The items listed in Attachment A, Product and Price List are a sampling of products that may be purchased under this agreement. Contractor shall enter unit pricing in Excel® Attachment A, and notify County of any obsolete or discontinued items. County may add other ISCO parts and/or accessories to this agreement at a mutually accepted price. All items quoted and added to this agreement subsequent to award of contract are subject to its terms and conditions.
- II. SERVICE Contractor shall perform the following services when requested by County:
  - a) Arrange for factory repair of equipment that cannot be repaired in the field.
  - b) Provide field repair and trouble-shooting of equipment and software problems.
  - c) Provide installation and startup assistance for new equipment.
  - d) Provide future field updates to equipment and software as they become available.
  - e) Provide field training for new equipment and software as required.
- III. WARRANTY
  - a) Contractor shall warranty all parts and service for 12 months against failure due to manufacturer's defects, repair workmanship quality, improper repair methods, equipment repair misdiagnosis, emission of key repair components or quality of repair parts used by the vendor. Contractor shall pay all shipping charges for warranty repair items.
  - b) At RWRD's convenience, vendor may schedule a time to see the failure in place. The failed equipment shall remain in place as long as it is not in a critical application requiring immediate replacement due to process. The vendor will diagnose, repair in place or remove the equipment at their expense. The vendor will provide all labor, tools and equipment (i.e. forklift, crane) and rentals necessary to perform the in place repairs or removal. If the vendor is unable to remove and/or transport the equipment, County will provide this service at the vendor's expense. County will track all costs using their computerized work management system noting the asset number of the equipment repaired, asset location, tools, equipment hour usage and labor times. Upon completion of warranty repairs the vendor shall issue a new warranty for the equipment repaired. County will charge the vendor for all speciality and heavy equipment used to remove and reinstall the warrantied equipment on an hourly rate. County will base this rate on existing contract rates with equipment vendors (lowest bid pricing) whether County owns or rents the equipment. County labor costs shall not exceed the Contractor's rate, including overtime, weekends and holidays.
  - c) County will pay for materials and services should the failure turn out to be a non-warranty item.

#### Solicitation No. 335153 - NS/SS

IV. SAFETY AND SECURITY ON COUNTY WATER TREATMENT FACILITIES -

- a) Contractor's personnel must attend a plant safety briefing prior to coming on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment point of Contact prior to visit.
- b) Contractor's employees are required to sign in with the Regional Wastewater Reclamation Department Plant Site Administration Office immediately upon arrival at any RWRD facility. Report to the county employee designated as the Point of Contact.
- c) Contractor must wear an ID pass at all times while on plant site, and return ID pass at the end of each day to Regional Wastewater Reclamation Department Plant Site Administration Office.
- d) Upon leaving the plant site, the Contractor must check out with the County designated Point of Contact and leave a copy of work ticket(s).
- e) 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.
- f) 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. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- g) Contractor shall be designated by an easily identifiable company shirt or badge worn at all times while on site.
- h) Contractor is to leave a clean work site once the inspection or repair work is completed. Any chemical or fluid spills are to be immediately reported to the County employee designated as the RWRD Treatment point of Contact. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc., shall be removed or safely store.
- i) The Count is not responsible for theft or damage to vendor's property.
- All possible safety hazards to workers or the public shall be corrected immediately, and left in a safe condition at the end of each workday.
- k) Contractor must provide all their own personnel, materials, and equipment to perform the necessary inspections/repairs at no additional cost to Pima County.
- Contractor must have OSHA complaint lock-out/tag-out and confined space programs, and adhere to procedures at all times.
- m) Contractor shall be responsible for the safety of their employees at all times.
- n) RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license, or a passport.
- o) All chemicals used on RWRD Treatment Facilities require the Contractor to submit the SDS to the RWRD Treatment Point of Contact for approval prior to application.
- p) RWRD prohibits smoking and e-cigarette/vaping devises, use of chewing/smokeless tobacco, alcohol, drugs, and weapons on all plant site.

#### 5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept an offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order. Minimum order quantities or dollar amounts are not allowed. County shall not incur any order cancellation or re-stocking fees for orders not shipped or backorders.

# Contractor must not supply materials or services that are not specified on the MA and 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.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

#### 6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

#### Offer Agreement

#### 7. COMPENSATION & PAYMENT:

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor must bill parts and labor separately on invoices submitted for payment. Labor must be billed by total hours, quantity, and hourly rate, and must include all incidental costs such as travel, mileage, fuel and per diem. Overtime must be approved by County and shall be <u>1.6</u> times the offered hourly rate. Weekend and Holiday labor must be approved by County and shall be <u>2</u> times the offered hourly rate. Parts must be listed separately on the invoice by description, part number, quantity and unit price. Freight Terms are FOB Destination/Pre-Pay & Add (Freight Allowed).

Contractor's unit prices offered in Attachment A must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

**Price Escalation**. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: \_\_\_\_\_% if payment tendered within \_\_\_\_\_\_ Days as above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO or DOM document.

#### Solicitation No. 335153 - NS/SS

#### Title: ISCO Parts and Service

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered. <u>ALL</u> Invoice line items will utilize the item description, precise unit price <u>and</u> unit of measure defined by the County's order document. County may return invoices that include line items <u>or</u> unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.** 

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

#### 8. DELIVERY: (See Amendment 1)

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location in the **SHIP TO** field of the DO or DOM document or to one of the following addresses as requested by County:

- Treatment Division, 7101 N. Casa Grande Hwy, Tucson, AZ 85741
- Conveyance Division, 3355 N. Dodge Blvd, Tucson, AZ 85716
- Dept of Environmental Quality, 5301 W. Ina Rd, Tucson, AZ 85741

Monday – Friday, 7:00 AM – 3:30 PM Monday – Friday, 8:00 AM – 3:00 PM Monday – Friday, 8:00 AM – 3:00 PM

Contractor guarantees delivery of product or service within **fifteen (15) calendar days** after receipt of order. If required to satisfy the guaranteed delivery interval Contractor will utilize premium freight at no additional cost to the County.

#### 9. TAXES, FEES, EXPENSES:

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

#### 10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 335153 including the Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

#### 11. INSURANCE: (See Amendment 1)

The Insurance requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, persona; and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident. Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits for Workers'

Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Offer Agreement

#### Solicitation No. 335153 - NS/SS

Technology Errors and Omissions (E&O) Insurance: The Technology E&O coverage shall have minimum limits not less than 2,000,000 Each Claim and \$2,000,000 Annual Aggregate.

a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

b. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.

c. Certificate of Insurance shall identify if the Tech E&O insurance required by this Contract is a claims-made policy. Contractor shall warrant that continuous coverage will be maintained as outlined in Required Insurance. A Claims-Made policy is acceptable.

Network Security(Cyber)/Privacy Insurance: Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extertion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims made basis. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a security and extended discovery period will be exercised for a security and extended discovery period will be exercised for a security and extended discovery period will be exercised for a security extended discovery period will be exercised for a security extended discovery period will be exercised for a security extended discovery period will be exercised for a security extended discovery period will be exercised for a security extended discovery period will be exercised for a security extended discovery period will be exercised for a security extended discovery period will be exercised for a security extended discovery period will be exercised for a security extended discovery period will be exercised for a security extended discovery period will be extend

period of two (2) years beginning at the time work under this Contract is completed.

c. The policy shall be endorsed, as required by this written agreement, to include the County and its Agents, as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County and its Agents for losses arising from work performed by or on behalf of the Contractor.

**Claim-Made Insurance 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.

#### Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation: Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

#### Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

Offer Agreement

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

#### Approval and Modifications:

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

#### 12. PERFORMANCE BOND: Not Required.

#### 13. ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):

Contractor acknowledges that it incorporates the following solicitation amendment(s) in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date

#### 14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: Not Applicable.

#### (REMAINDER OF PAGE INTETIONALLY LEFT BLANK)

Revised 3/8/19

15. BID/OFFER CERTIFICATION:
CONTRACTOR LEGAL NAME: WESTERN ENVIRONMENTAL EQUIPMENT CO
BUSINESS ALSO KNOWN AS: UEECT
MAILING ADDRESS: 14455 N 79 TH ST., SUITE A
CITY/STATE/ZIP: SCOTTSDALE, AZ 85260
REMIT TO ADDRESS: SAME
CITY/STATE/ZIP:
CONTACT PERSON NAME/TITLE: AMY GAMACHE - PARTNER
PHONE: 420-607-3884 FAX:
CONTACT PERSON EMAIL ADDRESS: ARGAMACHE C. WEECT. Com
EMAIL ADDRESS FOR ORDERS & CONTRACTS: ARGAMACHE C. WEECT COM
CORPORATE HEADQUARTERS ADDRESS: SAME AS REDUC
WEBSITE: UKJW. WEECI.COM

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE BID &	DATE: <u>4/25/19</u>
B. DEMNIS GAMACHE - F	ARTNER PRESIDENT
PRINTED NAME & TITLE OF AUTHORIZED CONT	RACTOR REPRESENTATIVE EXECUTING OFFER

Approved as to form:

Chris Straub, Deputy County Attorney

PHONE AND E-MAIL: 603 - 799 -

machie P. WEEC

Offer Agreement

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Revised 3/8/19

#### PIMA COUNTY STANDARD TERMS AND CONDITIONS

#### 1. OPENING:

Pima County ("COUNTY") will publicly open responses on the date and at the location as stated in the *Invitation for Bid* (*IFB*) or *Request for Proposal (RFP*). The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. COUNTY will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the **evaluation** process. COUNTY invites all interested parties to attend the bid opening.

#### 2. EVALUATION:

COUNTY will evaluate responses to determine which are most advantageous to COUNTY considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If COUNTY makes an award, COUNTY will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that COUNTY determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, COUNTY will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

#### 3. AWARD NOTICE:

COUNTY will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

#### 4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of COUNTY. Unless COUNTY expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

#### 5. <u>WAIVER</u>:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

#### 6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

#### 7. INTERPRETATION, APPLICABLE LAW and VENUE:

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

#### 8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

#### 9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without <u>written</u> permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

#### 10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

#### 11. DELIVERY:

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

To mitigate or prevent damages caused by delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

County will not hold Contractor responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

#### 12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

#### 13. INSPECTION:

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

#### 14. SHIPPING TERMS: (See Amendment 1)

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not-Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

#### 15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

#### 16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

#### 17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

#### Solicitation No. 335153 - NS/SS

#### Title: ISCO Parts and Service

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

#### 18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

#### 19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <a href="http://www.pima.gov/procure">http://www.pima.gov/procure</a> by selecting the link titled *Authorized Use of Pima County Contracts*.

#### 20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

#### 21. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statule, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

#### 22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

#### 23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

#### 24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

#### 25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-503, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

#### 26. NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.** During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### 27. NON-APPROPRIATION OF FUNDS:

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

#### 28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of 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.

<u>Records Marked Confidential: Notice and Protective Order.</u> If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." 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, 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.

The Contractor agrees to waive confidentiality of any price terms.

#### 29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge. Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

#### 30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

#### 31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

#### 32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

#### 33. TERMINATION:

County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials that County has accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

#### 34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

#### 35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

#### 36. 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 at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

#### 37. COUNTERPARTS:

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

#### 38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase Agreement or Purchase order.

#### 39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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.

#### 40. 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 Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. 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.

#### 41. SEVERABILITY:

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

#### 42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

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

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

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

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

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

#### 43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by County, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

#### END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

The following amended terms and conditions are hereby incorporated into this Contract. In the event of conflict between the Contract documents and the Amendment herein, the terms and conditions of the Amendment shall control. The parties are Pima County ("County") and Western Environment Equipment Co. ("Contractor").

#### OFFER AGREEMENT, 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

III. WARRANTY - Contractor shall warrant all products purchased under this agreement in accordance with Exhibit A, Teledyne Isco One Year Limited Factory Service Warranty (1 page). County will verify, process and ship warranty returns in accordance with these terms.

#### OFFER AGREEMENT, 8. DELIVERY:

Contractor guarantees delivery of product within twenty-four (24) business days after receipt of order, pending factory backlog at the time order is placed. All other delivery requirements and terms remain unchanged.

#### **OFFER AGREEMENT, 11. INSURANCE:**

Network Security(Cyber)/Privacy Insurance requirement is deleted in its entirety. All other insurance requirements and terms remain unchanged.

#### **PIMA COUNTY STANDARD TERMS & CONDITIONS:**

14. SHIPPING TERMS: FOB Destination/Freight Allowed. Contractor may ship orders purchased under this agreement in accordance with Exhibit B, 2019 Domestic Shipping and Handling Charges (2 pages). County will pay shipping & handling charges as scheduled in Exhibit B. County will pay no other fees or surcharges associated with orders under this agreement.

#### (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Approved As to Form

Chris Straub, Deputy County Attorney

-24-2-019 Date

Offer Agreement - Amendment 1

Page 1 of 4

## Teledyne Isco One Year Limited Factory Service Warranty\*

This warranty exclusively covers Teledyne Iscoinstruments, providing a one-year limited warranty covering parts and labor.

Any instrument that fails during the warranty period due to faulty parts or workmanship will be repaired at the factory at no charge to the customer. Teledyne Isco's exclusive liability is limited to repair or replacement of defective instruments. Teledyne Isco is not liable for consequential damages.

Teledyne Isco will pay surface transportation charges both ways within the 48 contiguous United States if the instrument proves to be defective within 30 days of shipment. Throughout the remainder of the warranty period, the customer will pay to return the instrument to Teledyne Isco and Teledyne Isco will pay surface transportation to return the repaired instrument to the customer. Teledyne Isco will not pay air freight or customer's packing and crating charges. This warranty does not cover loss, damage, or defects resulting from transportation between the customer's facility and the repair facility. The warranty for any instrument is the one in effect on date of shipment. The warranty period begins on the shipping date, unless Teledyne Isco agrees in writing to a different date.

Excluded from this warranty are normal wear; expendable items such as desiccant, pH sensors, charts, ribbon, lamps, tubing, and glassware; fittings and wetted parts of valves; check valves, pistons, piston scals, wash seals, cylinders, pulse damper diaphragms, inlet lines and filter elements; and damage due to corrosion, misuse, accident, or lack of proper **installation or** maintenance. This warranty does not cover products not sold under the Teledyne Isco trademark or for which any other warranty is specifically stated.

No item may be returned for warranty service without a return authorization number (RMA) issued by Teledyne Isco.

This warranty is expressly in lieu of all other warranties and obligations and Teledyne Isco specifically disclaims any warranty of merchantability or fitness for a particular purpose.

The warrantor is Teledyne Isco, 4700 Superior, Lincoln, NE 68504, U.S.A.

\*This warranty applies to the USA and countries where Teledyne Isco does not have an authorized dealer. Customers in countries outside the USA, where Teledyne Isco has an authorized dealer, should contact their Teledyne Isco dealer for warranty service.

Problems can often be diagnosed and corrected without returning the instrument to the factory. Before returning any instrument for repair, please contact the Teledyne Isco Service Department for instructions and to obtain a return material authorization number (RMA).

Instruments needing factory repair should be packed carefully and shipped to the attention of the service department. Small, non-fragile items can be sent by insured parcel post. **PLEASE WRITE THE RMA NUMBER ON THE OUTSIDE OF THE SHIPPING CONTAINER** and enclose a note explaining the problem.

Shipping Address:	Teledyne Isco - At 4700 Superior Str Lincoln, NE 68504	
Mailing Address:	Teledyne Isco PO Box 82531 Lincoln, NE 6850	1 USA
Phone:	Repair service: Sales & General I	(800) 775-2965 (lab instruments) (866) 298-6174 (samplers & flow meters) nformation: (800) 228-4373 (USA & Canada)
Fax: Email:	(402) 465-3001 IscoService@tele	



March 2, 2016 P/N 60-1002-040 Rev J



Amy Gamache	
From:	Bouwens, Monica < Monica.Bouwens@Teledyne.com>
Sent:	Wednesday, December 12, 2018 4:36 PM
To:	Trivedi, Kaushal R; Trofatter, John
Cc:	Roberts, Tish K; Bouwens, Monica; Glenn, Robert F; Skradski, Richard K; Abbott, Charles E; Pecher, Andre (INT); Chen, Mark X (INT); Sasin, Mariusz (INT); Kriha, Barry; Sones, Tori 2010 Decembris Chiming and Landling Charges
Subject:	2019 Domestic Shipping and Handling Charges
On behalf o	f Vicki Benne
DATE:	December 12, 2018
TO:	USA Water & Wastewater Manufacturer Representatives
- CC:	ISCO Water & Wastewater Global and Regional Sales Managers and Customer Service Manager
FROM:	Vicki Benne V.P. & General Manager
SUBJECT:	2019 Domestic (USA) Shipping and Handling Charges

The following shipping and handling charge changes will become effective, Tuesday, January 2, 2019.

This domestic (USA) shipping and handling table is calculated by using the merchandise total value amount of the order based on the following:

Total Price of Merchandise Ordered	Current Shipping and Handling Charge	Change – Effective January 2, 2019
\$200.00 - \$249.99	\$20.00	\$20.00
\$250.00 - \$999.99	\$23.00	\$24.00
\$1,000.00 - \$2,499.99	\$32.50	\$34.00
\$2500.00 - \$4,999.99	\$63.00	\$66.00
\$5,000,00 - \$12,499.99	\$115.00	\$122.00
\$12,500.00 - \$24,999.99	\$223.00	\$245.00
\$25,000.00 - \$49,999.99	\$416.00	\$437.00
\$50,000 - \$99,999.99	\$596.00	\$625.00

1

EXHIBIT B

Over \$100,000.00	\$696.00 flat fee	\$730.00 flat fee
Refrigerators (5800, 6712FR, Optima, Dual, Premium, Explosion Proof)	\$370.00 per unit	\$390.00 per unit
Refrigerators (Glaciers, Avalanches, Century)	\$316.00 per unit	\$316.00 per unit
4700/5800 Replacement Refrigeration Assy. (Sled)	\$250.00 per unit	\$262.00 per unit
Minimum Order Amount		\$200
Expedite Fee Charge		\$50 and shipment must be selected for second day or overnight delivery

• The total price of merchandise orders, will not be used when ordering the following items as these orders are charged actual freight:

Refrigerated 3700 ZR Samplers

Repair orders

- International shipments including Alaska and Hawaii
- Leasing
- For expedited shipment requests, the charge listed in the above table will be assessed along with actual freight charges. If you have any questions or need an estimate, please contact International Customer Service to obtain a quote.
  - Please note, new minimum order amount requirement
  - Any diversion request from the minimum order amount or excedite fee charge, will be sent to the Global Sale Manager for review and approval

2

Regards,

Monica

**Monica Bouwens** 

Assistant



4700 Superior Street Lincoln, NE 68504 Office: (402) 464-0231 | Direct: (402) 465-3918 <u>Monica Bouwens@teledyne.com</u>



EXHIBIT B (cont)

.ine #	Description Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Extended Description	Part No.	Est. Annual Usage	UOM	Unit Price	Extended Amount
1	Power cord, 8 foot (2.5 m) long, for North America. Includes cord grip fitting (604304022).		604304044		EA	\$ 27.00	\$27.00
	TIENet® 304 contact output option card,	two isolated independent Form C relay circuits.	604304069	1	ÊA	\$ 268,00	\$268.00
		two independent channels.	604304006	1	EA	\$ 337.00	\$337.00
4		Serial-Over-Internet-protocol (SOIP) technology eliminates need for computer telephone modems. Requires Verizon service. Contact the factory for details regarding Verizon service requirements.	604307102	3	EA	\$ 987.00	\$2,961.00
5	TIENet® bulk cable, cut to length, 999 ft (304 m) maximum.	Specify total length in feet. Price = per foot price x cable length.	604304050	1	FT	\$2.10	\$2.1
6		or another TIENet Network Expansion Box in a daisy-chain configuration. Rated IP 67 (NEMA 4X, 6). The expansion box supports multiple connections at its internal terminal connections. Connections may be routed through three available ports. A TIENet® Option Card may also be mounted in the expansion box. An option card limits the available ports to one. May be used with conduit or cable connections. If installed with cable connections, order cord grip fittings as needed. The desiccator supports TIENet devices which require reference air. The expansion box includes two olugs for unused ports.	604357018	1	EA	\$ 502.00	\$502.0
-7-	USB cable, 6.5 feet (2 m), USB A to USB Micro-B for computer connection to Signature® meter.		480294601	3	ĒA	\$ 28.00	\$84.00
				-			
8	USB cable, 3 inch (75 mm). USB micro-A to USB A for USB flash drive connection to Signature® meter.		480294602	3	EA	\$ 28.00	\$84.00
9	TIENet® Receptacle, standard 1 ft (0.305 m) length.	Provides a TIENet receptacle to which compatible devices with a TIENet plug may be attached.	604304056	3	EA	\$ 182.00	\$546.0
10	Signature® Base Meter. Base meter includes desiccant cartridge.	This item does not include a flow technology and configured options which must be ordered separately when not ordered as a system.	624350013	3	EA	\$ 2,450.00	\$7,350.0
11	2150 Flow Module with 2191 Battery Module.	Includes 2 battery holders, and carrying handle with suspension strap. Also includes instruction manual and coupon for free ISCO Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately). DOES NOT INCLUDE AREA VELOCITY SENSOR.	682050003	3	EA	\$ 4,373.00	\$13,119.00
12	2150 Flow Module only.	This spare or replacement module does not include 2191 Battery Module, Area Velocity Sensor, manual, and carrying handle.	602004007	3	EA	\$ 3,414.00	\$10,242.0
13	Area Velocity Sensor for 2150 Flow Module with 10 ft. (3 m) Level Measurement Range and 33 ft. (10 m) cable. Contact the factory for cable lengths up to 75 ft. (23 m).		602004135	1	EA	\$ 1,288.00	\$1,288.0
14	Area Velocity Sensor for 2150 Flow Module with 10 ft. (3 m) Level Measurement Range and 50 ft (15 m) cable.		602004546	. 1	EA	\$ 1,357.00	\$1,357.0
15	Area Velocity Sensor for 2150 Flow Module with 10 ft. (3 m) Level Measurement Range and 75 ft (23 m) cable.		602004549	7	EA	\$ 1,412.00	\$9,884.0
16	SPA 1646. 2150 Area Velocity Sensor, 30 ft. level range, built to length. This is an extended range sensor used exclusively for the 2150. Maximum length is 100 ft. Please specify length when ordering.	STORE THE STORE TO DESIGN AND LENGTED STORES	605314646	1	EA	\$ 1,330.00	\$1,330.0
17	USB Communication Cable, 10 ft. (3 m). Connects 2100 Series Module top connector to PC with USB connector.		602004507	1	EA	\$ 288.00	\$288.0
18	SPA 1233. 2150 Area Velocity Sensor, built to length. This is the sensor used exclusively for the 2150. Please specify length when ordering.	12) @Batod Bookers Bag Cont 52 88 poch.	605314233	2	EA	\$ 210.80	\$421.6
19	2150 Area Velocity Sensor Simulator. This test plug connects to module in place of AVV sensor and provides simulated data to the 2150 module.		602004430	3	EA	\$ 509.00	\$1,527,0
20	SPA 1429, 2100 non-ISCO Battery Connect Cable. Built to length, per ft. Maximum length is 50 ft. For connection of 2100, via bottom connector, to customer supplied deep cycle battery. Not for use with 2108, see SPA 1456 if 2108 is part of the application.		605314429	1	FT	\$ 355.00	\$355.0
21	2160 LaserFlow™ module with 2191 Battery Module.	DOES NOT INCLUDE TIENet 360 LaserFlow Sensor. Includes carrying handle and suspension strap, instruction manual, maintenance kit, and coupon for free ISCO Open Channel Flow Measurement Handbook.	682160014	3	EA	\$ 3,009.00	\$9,027.0
22	2160 LaserFlow module ONLY. Does not include TIENet 360 LaserFlow sensor.		602004700	3	EA	\$ 2,383.00	
23	2191 Battery Module. Includes 2 battery holders.		602004006	1	EA	\$ 802.00	\$802.0
24	Carrying handle for 2100 series modules. Attaches between two modules.		602004377	1 1	EA	\$ 76.00	\$76

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25	Suspension strap/carrying handle.	Stainless steel cable, 18 inches (46 cm) wrapped by PVC tubing, with two stainless steel snap hooks	601704017	1	EA	\$ 25.00	\$25.00
26	TIENet® 360 LaserFlow™ sensor with receptacle for remote level sensor. LaserFlow sensor includes 75 ft (23 m) cable terminated with a TIENet plug for connection to a Signature® portable meter or a 2160 LaserFlow module (not included).	Does not include TIENet 310 Ultrasonic level sensor which must be ordered separately.	682160061- ISCO3101	3	EA	\$ 8,235.00	\$24,705.00
27	TIENet® 360 LaserFlow™ sensor with 75 ft (23 m) cable and built-in ultrasonic level sensor	Cable is terminated with a TIENet plug for connection to a Signature® portable meter or a 2160 LaserFlow module (not included).	682160061- ISCO3099	3	EA	\$ 9,485.00	\$28,455.00
28	TIENet® 360 LaserFlow™ sensor with 75 ft (23 m) cable and TIENet 350 Surcharge Kit.	Cable is terminated with TIENet plug for 2160 LaserFlow module (not included). The connector to connect remote Ultrasonic sensor is included. The remote Ultrasonic is not included and must be purchased separately.	682160061- ISCO3105	1	EA	\$10,075.00	\$10,075.00
29	TIENet® 360 LaserFlow™ sensor with 75 ft (23 m) cable, built-in Ultrasonic level sensor, and TIENet 350 Surcharge Kit.	Cable is terminated with TIENet plug for 2160 LaserFlow module (not included).	682160061- ISCO3103	1	EA	\$11,325.00	\$11,325.00
30	TIENet® 310 Uttrasonic Level sensor with 32.8 ft (10 m) cable with TIENet plug.	For use with Signature® portable flow meters and as a remote level sensor for the TIENet 360 LaserFlow™ sensor. Suitable for monitoring flows in Group II, Category 2 Zone 1, Gas Group IIB hazardous areas when connected to the Signature through the SPA 2060 TIENet barrier.	604314009	3	EA	\$ 1,100.00	\$3,300.00
31	T/ENet® 310 Ultrasonic Level sensor with 75 ft (23 m) cable with T/ENet plug.	For use with Signature® portable flow meters and as a remote level sensor for the TiENet 360 LaserFlow™ sensor. Suitable for monitoring flows in Group II, Category 2 Zone 1, Gas Group IIB hazardous areas when connected to the Signature through the SPA 2060 TiENet barrier.	604314011	1	EA	\$ 1,185.00	\$1,185.00
32	TIENet® 310 Ultrasonic Level sensor with cut to length cable with TIENet plug.	Ep. Use with Spratule C potable liew meters and as a tendole local sense for the TENet 360 tent for a sense. Suitable for molitoring a flows in Group II: Category 2 Zyne 1. Cate Großelle Instandbus andes when connected to the Signature through the SPX 2060 TENet barrier - \$1100 Bio 452 (1) or fit of ginature through the SPX 2060 TENet barrier - \$1100 Bio 452 (1) or fit of dotted the FET	604314013	1	EA	\$ 1,310.00	\$1,310.00
33	Magnetic Mount Antenna for CDMA, GSM AND LTE moderns		604804035	1	EA	\$ 200.00	\$200.00
34	SPA 1908. Blade Antenna with SMB style connector.	This 5 inch long by 13/16 inch wide by 1/4 inch tall antenna comes equipped with a 10 foot cable and the antenna body is normally attached to an external surface with customer supplied epoxy. This antenna is for new style 2103ci/2103C/2103G/2103Gi, 2105ci/2105C/2105G/2105Gi, or 6712C/6712ci modules with an SMB style connector. See 60-5314-935 Blade antenna with SMA connector for old style models 2103Ci/2103Gi, Note: When using "ci" equipment, the 60-2004-550 dual band antenna is recommended for optimal performance.	605314908	1	EA	\$ 150.00	\$150.00
35	2103cl CDMA Cell Phone Package with 60-2004-550 magnetic mount dual band antenna.	This stack-on module provides wireless communications (configuration, data retrieval, push data, text message alarms) with the 2100 Series site. Powered from the module stack. Requires customer provided Verizon account with static IP service, paid by customer.	682000098	4	EA	\$ 2,310.00	\$9,240.00
36	2105ci CDMA Serial Over IP modern module with 60-2004-550 dual band magnetic mount antenna.	Requires customer-supplied static IP address service contract with Verizon.	682000099	4	EA	\$ 3,295.00	\$13,180.00
37	30' SMB Extension Cable	Modern Antenna Extension Cable	605324171	3	EA	\$ 135.00	\$405.00
38	120 VAC power adapter, to power a 2100 Series module from AC mains.	One end is terminated with a 2100 Series bottom connector. The other end has a wall transformer that plugs into a North American 120 VAC outlet.	602004057	3	EA	\$ 149.00	\$447.00
39	Spring Ring for 6 inch Diameter Pipe		683200007	1	EA	\$ 100.00	\$100.00
40	Spring Ring for 8 inch Diameter Pipe		683200008	1	EA	\$ 107.00	
	Spring Ring for 10 inch Diameter Pipe		683200009	1	EA		
	Spring Ring for 12 inch Diameter Pipe		683200010	1	EA		\$116.0
	Spring Ring for 15 inch Diameter Pipe		683200011	1	EA		\$124.0
44	SPA 194, Spring Ring for 4 inch Diameter Pipe		604304194	1	EA		\$102.0
	SPA 1916, Spring Ring for 5 inch Diameter Pipe		605314916	1	EA		
46	SPA 1873, Spring Ring for 7 inch Diameter Pipe		605314873	1	EA		
47			605314784	1	EA		
48	SPA 913, Modification to Add Scissor Mechanism to Spring Ring, Purchase Spring Ring	Separately, contact factory for rings below 10 inch diameter	605304913	1	EA		\$379.0
40	"Pima County" Baseplates (No hooks)		605324010	10	EA	\$ 250.00	\$2,500,00
49	#1 Ring Section		603004172	1 10	EA.		

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	#2 Ring Section		603004173	10	EA	\$ 83.00	\$830.00
	#3 Ring Section		603004174	8		\$ 93.00	\$744.00
	#4 Ring Section		603004175	8		\$ 105.00	\$840.00
	Scissors Ring, Scissors Mechanism Only		603004170	12	EA	\$ 294.00	\$3,528.00
	Permanent wall mount for TIENet® 360 LaserFlow™ sensor.		604364003	6	EA	\$ 667.00	\$4,002.00
56	Temporary Mount Kit for TIENet® 360 LaserFlow™ 48 - 55 in (122 - 140 cm)		624360032	1	EA	\$ 847.00	\$847.00
57	Temporary Mount Kit for TIENet® 360 LaserFlow™ 54 - 66 in (137 - 167 cm)		624360034	1	EA	\$ 717.00	\$717.00
58	Temporary Mount Kit for TIENet 360 LaserFlow	63 - 84 in (160 - 213 cm)	624360035	1	ÊA	\$ 717.00	\$717.00
59	Temporary Mount Kit for TIENet 360 LaserFlow	83 - 114 in (211 - 289 cm)	624360036	1	EA	\$ 717.00	\$717.00
60	Wall mount bracket for 710, 2110, 3010, 4210, and TIENet® 310 Ultrasonic level sensors.		602003615	1	EA	\$ 41.00	\$41.00
		Recommended when suspending sensor over the flow stream. Attaches to					
61	Ultrasonic sensor cable straightener.	sensor to straighten the cable.	604313009	1	EA	\$ 61.00	\$61.00
62	Horizontal sensor mount bracket for TIENet 310 Ultrasonic level.		604368020	5	EA	\$ 84,00	\$420.00
63	Ultrasonic sensor sunshade. Shades ultrasonic sensor from direct sunlight in outdoor applications.		603004142	1		\$ 93.00	\$93,00
_03	Oli asonic sensor sunanade. Snades dinasonic sensor nom direct sunantin ondoor appreations.	Allows calibration of ultrasonic level measurement without entering the					
64	Ultrasonic calibration target.		603004143	1 1	EA	\$ 679.00	\$679.00
		manhole. Includes target, six 2-1/2 ft. pole sections, and instructions.	·	<u> </u>		· · · · · · · · · · · · · · · · · · ·	
65	Ultrasonic sensor cable clamp.	For hanging sensor from spreader bar 603004110 or other horizontal pipe	603004129	1 1	EA	\$ 97.00	\$97.00
		no greater than 1-1/8 inch O.D.					
66	Clamp-on Sensor for 1/4" to 1" Diameter Pipe	FD613-S1		1	EA	\$ 799.00	\$799.00
67	Modern Antenna Adapter Leads	60-5314-891		1	EA	\$ 88.00	\$88.00
68	Portable Doppler Ultrasonic Flow Meter. Includes	FD614-CE		1	EA	\$ 3,025.00	\$3,025.00
69	DIN RAIL Mounted I.S. Barrier		604364112	1	EA	\$ 1,300.00	\$1,300.00
70	IP 66 Enclosure for TIENet Barrier with 10 m (32.8 ft.) unterminated cable.		604364120	1	EA	\$ 400.00	\$400.00
71	IP 66 Enclosure for TIENet Barrier with 23 m (75 ft.) unterminated cable.		604364121	1	EA	\$ 485.00	\$485.00
	IP 66 Enclosure for TIENet Barrier with cut-to-length unterminated cable.	\$400.00 - \$2 10/11 Queted 160 feet			EA	\$ 610.00	\$610.00
	TIENet® 360 LaserFlow Ex™ Sensor with 10 ft. (3.05 m) measurement range with built-in ultrasonic	Includes one TIENet cord grip fitting (209-0073-12) for watertight	684361061-				
73	level sensor and 75 ft, (23 m) cable.	connection to the Signature meter.	23UTBUSNS	1	EA	\$13,400.00	\$13,400.00
┝───		Includes one TIENet cord grip fitting (209-0073-12) for watertight	2301803113	<u>├──</u> ─	<u> </u>	— — — —	
		connection to the Signature meter. The connector to connect remote	684361061-				•
74	TIENet® 360 LaserFlow Ex™ Sensor, 10 ft. (3.05 m) measurement range with 75 ft. (23 m) cable.			1	EA	\$12,300.00	\$12,300.00
		Ultrasonic sensor is included. The remote Ultrasonic is not included and	23UTRUSNS				
		must be purchased separately.		<u> </u>			
		Includes one TIENet cord grip fitting (209-0073-12) for watertight	604314005 1	Į	ļ		l l
75	TIENet® 310 Ex Ultrasonic Sensor. 10 ft (3.05 m) measurement range with 32 ft. (10 m) cable.	connection to the Signature® meter. Suitable for monitoring flows in		1	EA	\$ 1,000.00	\$1,000.00
		Group II, Category 2 Zone 1, Gas Group IIB hazardous areas when		1 '		ψ 1,000.00	
		connected to the Signature through the SPA 2060 TIENet barrier.	_				
1		For use with Signature® portable flow meters and as a remote level	604314009	ļ			\$1,100.00
76	TIENet® 310 Ex Ultrasonic Level sensor with 32.8 ft. (10 m) cable with TIENet plug.	sensor for the TIENet 360 LaserFlow Ex™ sensor. Suitable for monitoring		1	EA	\$ 1.100.00	
	( · · · · · · · · · · · · · · · · · · ·	flows in Group II, Category 2 Zone 1, Gas Group IIB hazardous areas		l '		÷ 1,100.00	
		when connected to the Signature through the SPA 2060 TIENet barrier.					
		Includes one TIENet cord grip fitting (209-0073-12) for watertight			<u> </u>	· · · · · · · · · · · · · · · · · · ·	
		connection to the Signature® meter, Suitable for monitoring flows in		1			
77	TiENet® 310 Ex Ultrasonic Sensor. 10 ft. (3.05 m) measurement range with 75 ft. (23 m) cable.	Group II, Category 2 Zone 1, Gas Group IIB hazardous areas when	604314006	1	EA	\$ 1,085.00	\$1,085.00
<u> </u>	<u>                                      </u>	connected to the Signature through the SPA 2060 TIENet barrier.		<u> </u>	<u> </u>	<u> </u>	I
l		For use with Signature® portable flow meters and as a remote level	l		l	ľ	l i
1.		sensor for the TIENet 360 LaserFlow Ex <sup>TM</sup> sensor. Suitable for monitoring	l	1			1
78	TIENet® 310 Ex Ultrasonic Level sensor with 75 ft. (23 m) cable with TIENet plug.	flows in Group II, Category 2 Zone 1, Gas Group IIB hazardous areas	604314011	1	EA	\$ 1,185.00	\$1,185.00
		when connected to the Signature through the SPA 2060 TIENet barrier.					i l
					<u> </u>	L	
l i	TIENet® 310 Ex Ultrasonic Level sensor with cut to length cable with TIENet plug. For use with	Suitable for including flows in Class II Divide Category 1, Zone 0					
79	Signature® portable flow meters and as a remote level sensor for the TIENet 360 LaserFlow Ex™	hazardous areas when connected to the Signature thredgin the TIENet	604314013	1	EA	\$ 1,310.00	\$1,310.00
	sensor.	berner 604364112.\$1,100 + \$2.10 per ft QUOTED 100 FEET			1		
<u> </u>	674 Rain Gauge. Tips every 0.01 inch of rainfall. Tipping bucket rain gauge with 50 ft, cable and	Tipping bucket rain gauge with 50 ft, cable and connector for use with a	1	1	<u>†                                    </u>		<u>├</u> ────
80	connector for use with a 4100 Series Flow Logger, 4200 Series Flow Meter, or 6700 Series/Avalanche	4100 Series Flow Logger, 4200 Series Flow Meter, or 6700	603284001	1	EA	\$ 800.00	\$800.00.
	Sampler. Includes instruction manual.	Series/Avalanche Sampler, Includes instruction manual.	000204001	1		Ψ 000.00	4000.00
81	Reflector plate for horizontal mounting of 2110 Ultrasonic level sensor.		602008013	1	EA	\$ 75.00	\$75.00
		This kit provides mounting hardware required to attach the sensor to an					
82	In-pipe mounting using ISCO mounting ring.	ISCO mounting ring (not included).	602007419	1	EA	\$ 495.00	\$495.00
83	Mounting bracket for large pipe and flat roof channel.		602003622	1	EA	\$ 41.00	\$41.00
	parounding preventer for here pipe and net root cheminer.		1002003022			<u>19 41.00</u>	<u>φ+1.00</u>

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84	SPA 1509. 2110 Ultrasonic Level Sensor Quick Disconnect Box.	Used with SPA 1581 cable assembly for conduit installations of the 2110.	605314509	1	EA	\$ 345.00	\$345.00
85	SPA 1569. Cut to length 2110 ultrasonic sensor extension cable (sensor not included), 75' maximum length.	stioate scala por Fi - pulored 75/FEET	605314569	1	FT	\$ 349.00	\$349.00
86	SPA 1581. Cable Assembly for use with 2110 Quick Disconnect Box.	Cable is built to customer desired if an 3194 + 3248 per II * OUOTED 100 FEET	605314581	1	FT	\$ 442.00	\$442.00
87	SPA 1888. Ultrasonic level sensor 2 m, 150 KHz, for 2110 Ultrasonic Module with 4 to 72 inch measurement range (0.1 to 1.8 m) and built to length cable , 100' maximum length.	ST 145 + S227 OUGTED 100 FEET (MAX LENGTH)	605314888	1	EA	\$ 1,372.00	\$1,372.00
88	2110 Ultrasonic Module with Instruction manual.		602004400	1	EA	\$ 2,432.00	\$2,432.00
_	2110 Ultrasonic Module with 2 m sensor.	Includes one maintenance kit, instruction manual, and a coupon for free ISCO Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately).	682000072	1	EA	\$ 3,610.00	\$3,610.00
90	2110 Ultrasonic Module with 2191 Battery Module and 2 m sensor.	Includes carrying handle with suspension strap, 2110 and 2191 module maintenance kits, instruction manual, and a coupon for free ISCO Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately).	682000073	1	EA	\$ 4,398.00	\$4,398.00
91	2110 Ultrasonic Module with 4 m sensor.	Includes one maintenance kit, instruction manual, and a coupon for free ISCO Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately).	682000074	1	EA	\$ 4,054.00	\$4,054.00
92	2110 Ultrasonic Module with 2191 Battery Module and 4 m sensor.	Includes carrying handle with suspension strap, 2110 and 2191 module maintenance kits, instruction manual, and a coupon for free ISCO Open Channel Flow Measurement Handbock. Requires Flowlink software and computer connect cable (sold separately).	682000075	1	EA	\$ 4,853.00	\$4,853.00
93	Avalanche Sampler for AC 120/240 or External DC American AC Power Cord		682970003	2	EA	\$6,025.00	\$12,050.00
94	Avalanche 2.5 Gal. (10 Liter) Glass Bottle w/ PTFE Lined Caps		682970006	2	EA	\$198.00	\$396.00
95	6712 Full-Size Porable Sampler w/ two Discharge Tubes and Adapter		686710070	2	EA	\$3,877.00	\$7,754.00
96	Single-Bottle Configuration for 6700 Series Full-Size Portable Sampler		686700015	2	EA	\$193.00	\$386.00
97	3/8 Inch Stainless Steel Strainer, Low Flow		692903138	2	EA	\$63.00	\$126.00
98	3/8 Inch Vinyl Suction Line, 500 Ft., w/ Two Tubing Couplers		681680059	1	EA	\$356.00	\$356.00
99	6712Ci LTE Modern Module w/ 60-4804-035 Magnetic Mount Antenna		609004403	2	EA.	\$2,385.00	\$4,770.00
100	750 Module and Low Profile Area Velocity Sensor w/ 25 Ft. Cable, Measures 10 Ft. Level Range		686700106	2	EA	\$4,070,00	\$8,140.00
101.	720 Module and Submerged Probe w/ 25 Ft. Cable, Measures 10 Ft. Level Range		686700068	2	EA	\$2,166.00	\$4,332.00
102	Sensor Carrier for Attaching Low Profile Area Velocity Sensor to Isco Mounting Rings or Sensor Plate		603204029	2	EA	\$56.00	\$112.00
103	Sensor Mounting Plate, Flat Plate for Mouning up to 3 Sensors in Rectangular, Trapezoidal or Irregular Channels		603004196	2	EA	\$94.00	\$188.00
104	SPA 1347 Solar Panel w/ Bracket, 40W, for use w/ Customer Supplied Battery: 100A-Hour or greater recommended		60-5314-347	2	EA	\$1,105.00	\$2,210.00
105	100 Amp-Hour Deep Cycle Marine Battery WEECI		BATT100	2	EA	\$200.00	\$400.00
	Marine Battery Charger WEECI		BATTCHARGER		EA	\$100.00	+
	Low Profile Area Velocity Sensor w/ 25 Ft. Cable, Measures 10 ft. Level Range		603254021	1	EA	\$1,409.00	
	Pump Tubing for 5800/4700 and 6700 Series/Avalanche Sampler, Quantity 25		606700045	1	EA	\$508.00	
	Labor Charges Hourly Rate M-F 7:00AM - 4:00PM (includes all incidental costs)			8	HOUR	\$250.00	\$2,000.00
	FREIGHT TERMS: FOB Destination/Freight Pre-Pay & Add (Freight Allowed). SALES TAX: Although County will pay sale tax when required, do not include sales tax in the offered unit price.					TOTAL	\$298,365.70

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