



CONTRACT AMENDMENT

Materials Management Procurement

9875 N 85th Ave 2nd Fl
Peoria AZ 85345
Telephone (623) 773-7115
Fax: (623) 773-7118

Buyer Lisa Houg

Solicitation No P08-0114 Page 1 of 1
Description Laboratory Supplies
Amendment No Five (5) Date 11/18/2013

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/2013 The contract is being extended with current contract pricing through March 22, 2014

New Contract Term 12/1/2013 to March 22, 2014

Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

Staci Lamfers 11-19-13 Staci Lamfers, Project Specialist I Hach Company
Signature Date Typed Name and Title Company Name

5600 Lindbergh Drive Loveland CO 80538
Address City State Zip Code

Attested By
Bronda Geriminsky
Bronda Geriminsky City Clerk

Bill Mattingly 11-19-2013
Director Bill Mattingly, Public Works Director
Linda Bezy-Botma
Department Rep Linda Bezy-Botma, Utilities Operations Manager



City Seal
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CC Number
ACON64408E
Contract Number

Stephen M. Kemp
Approved as to Form Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
November 26, 2013 at Peoria Arizona

Dan Zenko
Dan Zenko, Materials Manager

Official File



CONTRACT AMENDMENT

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P08-0114 Page 1 of 2

Description: Laboratory Services *Supplies*

Amendment No. Four (4) Date: 12/4/2012

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/30/12. **LAST YEAR OF CONTRACT.**

THE NEW CONTRACT TERM: 12/01/12 to 11/30/13

In addition, the contract is being amended to incorporate the changes as per the attached document, Contract Addendum to Contract Forms for City of Peoria Contract No. P08-0114 dated 12/4/2012.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<i>Staci Lamfers</i> Signature	<i>12/4/12</i> Date	<i>Staci Lamfers, Project Specialist I</i> Typed Name and Title	<i>Hach Company</i> Company Name
<i>5600 Lindbergh Drive</i> Address	<i>Loveland</i> City	<i>CO</i> State	<i>80538</i> Zip Code

Attested By:

Linda Blas
City Clerk

[Signature] 12-04-2012
Director: *Bill Mattingly*, Public Works Director

Linda Bezy-Botma
Project Manager: *Linda Bezy-Botma*, Utilities Operations Manager

Stephen M. Kemp
Approved as to Form: *Stephen M. Kemp*, City Attorney



CC Number

ACON64408D
Contract Number

The above referenced Contract Amendment is hereby Executed

Dec 6, 2012, at Peoria, Arizona

[Signature]
Dan Zenko, Materials Management Supervisor

City Seal

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(Rev 01/05/09)

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Contract Addendum to Contract Forms for City of Peoria Contract No. P08-0114

Parties: The City of Peoria ("Customer")
Hach Company ("Supplier")

Date: December 4, 2012

Recitals: Customer and Supplier are entering into a contract with respect to the Project and, for their mutual convenience, are using Customer's standard contract forms ("Customer's Base Contract"). This Contract Addendum is intended to provide reasonable revisions to Customer's Base Contract for the purpose of enabling the Parties to enter into a contract for the above-named Project without prolonged or complex negotiations regarding terms and conditions. Accordingly, this Contract Addendum is hereby incorporated into the Customer's Base Contract and made an integral part thereof, and part of any purchase orders, or in any other writings, addenda or exhibits constituting part of the written agreement between the Parties (collectively, the "Agreement").

Revisions: The following provisions and rules of construction will be added to the Contract and shall apply:

Standard Terms and Conditions

15. Indemnification: Any and all indemnification obligations imposed upon Supplier shall be reduced to the extent that any negligence, recklessness, or lesser standard of conduct, any omission, any violations of law, or any misuse, misapplication, or use of product not in accordance with Supplier's instructions, by Customer or any third party contributes to any otherwise covered claims or damages.

29. Patents and Copyrights: Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer shall receive licenses to use such intellectual property and information only to the extent provided by implied license under applicable law.

Special Terms and Conditions

9. Shipping terms: F.O.B. Origin. (*Remove FOB Destination and replace with FOB Origin*).

16.b.iii. Independent Contractor: Supplier's liability under the Agreement shall be limited to an amount that is not unreasonably disproportionate to the total amount of compensation actually paid to Supplier under the Agreement, except only in the case of damages arising due to Supplier's willful misconduct.

26. Samples: Hach Company is not required to provide samples of any kind.

30. Usage Report: Hach Company is not required to provide quarterly usage reports.

Revisions to the Agreement: Nothing in the Agreement shall supersede or nullify this Contract Addendum. Supplier's obligations under the Agreement may only be modified by written agreement of Supplier through the same duly authorized representative who has signed this Contract Addendum, or such person's duly authorized successor

Quotation/ProForma Invoice

Page 1 of 6
Date 10/25/2012



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HACH COMPANY

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

Purchase Orders
PO Box 608
Loveland, CO 80539-0608
Web Site: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
Email: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207, Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account 8765602385
Routing (ABA) : 026009593
Swift Code: BOFAUS3N

Quote Number 312368964

Version Number

0

(USE QUOTE Number at time of order to ensure you receive prices quoted).

Customer Ref *CITY OF PEORIA*
Second Customer Ref CONTRACT RENEWAL FOR
Third Customer Ref P08-0114 12/1/12 TO 11/30/13
Payment Terms Subject to Credit Review
Currency USD

Hach Sales Contact MICHAEL HERNANDEZ/RSM

Quote Contact LISA HOUG
Phone 6237737115

****Below quoted prices are based on the Hach Company January 2012 Price List****

All items below include 3.00% discount

Line	Item No	Description	Quantity	Unit Price	Extended Amount
1.1	DR2800-01B1	aa db DR2800 SPECTROPHOTOMETER W/BATTERY	1	3,752.93	3,752.93
2.1	4847000	Colorimeter,DR/890. Programmed w/90 tests, stores up to 50 data points, & allows five user-entered methods. Includes two sample cells, COD & TnT tube adapter, instrument and procedure manual, and batteries.	1	1,114.53	1,114.53

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3.1	4845000	DR/850 Colorimeter (preprogrammed with over 50 tests, stores up to 50 data points, and allows five user-entered methods. Includes two sample cells, COD/Test N Tube adapter, instrument and procedure manuals, and batteries)	1	982.61	982.61
4.1	DRB200-02	DRB200-02 Reactor 115V 21X13/4X20 (2 BLOCKS) Manufactured by Hach-Lange *CE/TUV-GS/C-TUV-US APPROVED	1	1,140.72	1,140.72
5.1	2100Q01	2100Q PORTABLE TURBIDIMETER =====	1	953.51	953.51
		PLEASE NOTETHE ABOVE PART NUMBER IS THE REPLACEMENT NUMBER FOR PART NUMBER 4474000 =====			
6.1	5870000	Pocket Cimtr II Chlorine EPA Approved CE approved =====	1	387.03	387.03
		PLEASE NOTETHE SC100 CONTROLLERS ARE NOW OBSOLETE. SO QUOTED BELOW IS THE SC200 CONTROLLERS AS A DIRECT REPLACEMENT. =====			
7.1	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH	1	1,603.41	1,603.41
8.1	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH	1	1,603.41	1,603.41
9.1	DR5000-03	as r DR 5000 UV/VIS SPECTRO =====	1	7,438.93	7,438.93
		PLEASE NOTETHE ABOVE PART NUMBER IS THE REPLACEMENT NUMBER FOR DR5000-01. =====			
10.1	4790002	2100N IS Laboratory Turbidimeter, ISO 7027, 110/220 Vac, with European power cord, 0 to 1000 FNU (includes sample cells, StabiCal Primary Standards, and accessories. Two-year warranty)	1	1,998.20	1,998.20
11.1	4700100	2100AN Laboratory Turbidimeter, USEPA 180.1, 110/220 Vac, 0 to 10,000 NTU (includes sample cells, StabiCal Primary Standards, 455 nm Interference Filter, accessories. Two-year warranty) =====	1	3,220.40	3,220.40
		PLEASE NOTETHE 1720E WITH SC100 CONTROLLER IS NOW OBSOLETE. QUOTED BELOW IS THE 1720E WITH SC200 CONTROLLER AS A DIRECT REPLACEMENT. =====			

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12.1	2976800	KTO: 1720E W/sc200, 2CH =====	1	2,495.81	2,495.81
		PLEASE NOTETHE FOLLOWING PART NUMBERS ARE NOW OBSOLETE AND HAVE BEEN REMOVED FROM THE CONTRACT: AC4B1A1N 2870900 5170010 =====			
14.1	5008100	AUTOCAT 9000, COMPLETE UNIT	1	3,682.12	3,682.12
15.1	8220G1300	Calibration Cube	1	571.33	571.33
16.1	5225000	ICE-PIC Calibration Module, 20 NTU, for 1720C,1720D,and 1720E Process Turbidimeter	1	572.30	572.30
17.1	DPD1R1	pHD sc, Differential pH Digital Sensor, Ryton Body Material, Convertible Body Style, General Purpose Glass Electrode,70 C (158 F) Maximum Temperature	1	789.58	789.58
18.1	DRD1R5	pHD sc, Differential ORP Digital Sensor, Ryton Body Material, Convertible Body Style, Platinum Electrode, 70 C (158 F) Maximum Temperature	1	843.90	843.90
19.1	2464105	Gelex Secondary Standards Kit, for 2100P Portable Turbidimeter (includes 1 sealed vial each, 0-1 NTU, 0-10 NTU, 10-100 NTU, 100-1000 NTU)	1	146.47	146.47
20.1	2659405	StabiCal Standards Calibration Kit, for 2100P Portable Turbidimeter (includes 1 ampule each, <0.1 NTU, 20 NTU, 100 NTU, 800 NTU)	1	148.41	148.41
21.1	2895405	rr EZ COD RECYCLING KIT, 5-GAL	1	234.74	234.74
22.1	2063700	Test Kits, Alkalinity Digital Titrator, Range 10-4000 mg/L, Model AL-DT	1	219.22	219.22
23.1	TNT836	NITRATE,TNT+ LR, 0.2-13.5MG/L PK/25	1	34.91	34.91
24.1	TNT839	db NITRITE, TNT+ LR 0.015-0.6MG/L PK/25	1	30.02	30.02
25.1	2580915	A-1 Medium Broth MPN Tubes, pk/15	1	25.11	25.11
26.1	2105560	Free Chlorine replacement vial for SwiftTest Dispenser. Includes reagent for 250 tests for 10 ml samples.	1	43.31	43.31
27.1	1970010	TenSette Pipet, 1.0-10.0 ml dispensing range. Complete with	1	236.68	236.68

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Item No.	Part No.	Description	Quantity	Unit Price	Total Price
		instructions and 100 disposable pipeting tips.			
28.1	1970001	TenSette Pipet, 0.1-1.0 ml dispensing range. Complete with instructions and 100 disposable pipeting tips.	1	236.68	236.68
29.1	2185628	Pipet Tips, for TenSette Pipet 19700-01, 0.1-1.0 mL, pk/1000	1	139.68	139.68
30.1	2199725	Pipet Tips, for TenSette Pipet 19700-10, 1.0-10.0 mL, pk/250	1	42.53	42.53
31.1	2802400	SwiftTest Total Chlorine Reagent Dispenser includes reagent for 250 tests for 10 ml samples. Total chlorine replacement vials can be purchased separately (2105660)	1	57.57	57.57
32.1	2802300	SwiftTest Free Chlorine Reagent Dispenser. Includes reagent for 250 tests for 10 ml samples. Replacement vials of powder can be purchased separately (#2105560)	1	57.57	57.57
33.1	2560915	A-1 Medium Broth MPN Tubes, pk/15	1	25.11	25.11
34.1	TNT839	db NITRITE, TNT+ LR 0.015-0.6MG/L PK/25	1	30.02	30.02
35.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P)	1	43.93	43.93
36.1	TNT836	NITRATE, TNT+ HR (5-35MG/L -N) PK/25	1	34.91	34.91
37.1	TNT821	rr COD,TNT+, LR (3-150 MG/L), PK/25	1	44.28	44.28
38.1	TNT822	rr COD,TNT+, HR(20-1500 MG/L), PK/25	1	44.28	44.28
39.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25	1	43.93	43.93
40.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25	1	43.93	43.93
41.1	TNT839	db NITRITE, TNT+ LR 0.015-0.6MG/L PK/25	1	30.02	30.02
42.1	TNT827	NITROGEN TOT HR TNT+, 5-40MG/L PK/25	1	60.23	60.23
43.1	2746353	StabiCal Calibration Standard, 40 NTU, 1000 mL	1	109.61	109.61
44.1	2589200	Gelex Secondary Standards Kit, for 2100AN Laboratory Turbidimeter (includes 1 sealed vial each, Stray Light Standard, 0-2 NTU, 0-20 NTU, 0-200 NTU, 200-4000 NTU, 4000-10000 NTU)	1	255.11	255.11
45.1	2659505	StabiCal Standards Calibration Kit, for 2100AN and 2100AN IS Laboratory Turbidimeters (includes 1 ampule each, <0.1 NTU, 20 NTU, 200 NTU,	1	244.44	244.44

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1000 NTU, 4000 NTU, 7500 NTU)

46.1	2464105	Gelex Secondary Standards Kit, for 2100P Portable Turbidimeter (includes 1 sealed vial each, 0-1 NTU, 0-10 NTU, 10-100 NTU, 100-1000 NTU)	1	146.47	146.47
47.1	2659405	StablCal Standards Calibration Kit, for 2100P Portable Turbidimeter (includes 1 ampule each, <0.1 NTU, 20 NTU, 100 NTU, 800 NTU)	1	148.41	148.41

=====
PLEASE NOTETHE FOLLOWING PART NUMBERS ARE OBSOLETE AND NO LONGER AVAILABLE:
59000-60
DR4000-01
=====

=====
PLEASE NOTETHE FOLLOWING PART NUMBERS ARE INVALID AND WILL NEED TO BE VERIFIED BY THE CITY:
XL94000-421
2899200
858900
=====

=====
PLEASE NOTEHACH COMPANY WILL CONTINUE TO OFFER FREE GROUND SHIPPING AS PART OF THIS CONTRACT. PRIORITY SHIPPING CHARGES AS WELL AS HEAVY FREIGHT CHARGES WILL APPLY AT ADDITIONAL SHIPPING COSTS.
=====

Merchandise Total: \$36,108.30
Total : \$36,108.30

NOTES :

Additional charges may be added for certain heavy/large items shipping to US Destinations.

Your Order Total is \$25,000 or more, please send a confirming purchase order to address or fax number above.

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

Quotation/ProForma Invoice

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Date 10/25/2012

purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end-use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

PAYMENT TERMS ARE SUBJECT TO CREDIT REVIEW. SALES/USE TAXES ARE SUBJECT TO CHANGE. Taxes will be added at time of order for orders shipping and used in US Destinations, unless valid resale/exemption certificate is provided. Exemption certificate can be sent to the above address or fax number.



Signed: _____

Hach Hydromet 800-949-3766 Fax: 970-461-3921	Hach Flow Products & Services 800-368-2723 Fax: 301-874-8459	Environmental Test Systems (ETS) 800-548-4381 Fax: 970-619- 5025	Other Hach Brands 800-454-0263 Fax: 970-461-3919
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CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P08-0114 Page 1 of 1
Description: Laboratory Services
Amendment No. Three (3) Date: 8/24/11

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/30/11.

THE NEW CONTRACT TERM:

Contract Term: 12/01/11 to 11/30/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<u>Staci Lamfers</u> Signature	<u>9/13/2011</u> Date	<u>Staci Lamfers</u> Typed Name and Title	<u>Hach Company</u> Company Name
<u>5600 Lindbergh Drive</u> Address	<u>Loveland</u> City	<u>CO</u> State	<u>80538</u> Zip Code

Attested By:

Wanda Nelson
Wanda Nelson, City Clerk

[Signature] 08-30-2011
Director: Bill Mattingly, Public Works Director

[Signature] 8/30/11
Project Manager: Linda Bezy-Botma, Utilities Operations Manager

CC Number

ACON64408C
Contract Number

[Signature]
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

September 20, 2011, at Peoria, Arizona

[Signature]
Dan Zenko, Materials Management Supervisor



City Seal

Copyright 2003 City of Peoria, Arizona
(Rev 01/05/09)

Official File

A CON 64408C

Quotation/ProForma Invoice

Page 1 of 6
Date 09/09/2011



Be Right™

HACH COMPANY

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

Purchase Orders
PO Box 608
Loveland, CO 80539-0608
Web Site: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
Email: orders@hach.com
quotes@hach.com
techhelp@hach.com
Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207, Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account 8765602385
Routing (ABA) : 026009593
Swift Code: BOFAUS3N

Quote Number 311750084

Version Number

0

(USE QUOTE Number at time of order to ensure you receive prices quoted).

Customer Ref *CITY OF PEORIA
Second Customer Ref CONTRACT RENEWAL
Third Customer Ref FOR P08-0114
Payment Terms Subject to Credit Review
Currency USD

Hach Sales Contact MICHAEL
Customer Number HERNANDEZ/RSM

****Below quoted prices are based on the Hach Company June 2011 Price List****

All items below include 3.00% discount

Line	Item No	Description	Quantity	Unit Price	Extended Amount
1.1	DR2800-01B1	aa db DR2800 SPECTROPHOTOMETER W/BATTERY	1	3,637.50	3,637.50
2.1	4847000	Colorimeter,DR/890. Programmed w/90 tests, stores up to 50 data points, & allows five user-entered methods. Includes two sample cells, COD & TnT tube adapter, instrument and procedure manual, and batteries.	1	1,054.39	1,054.39

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3.1	4845000	DR/850 Colorimeter (preprogrammed with over 50 tests, stores up to 50 data points, and allows five user-entered methods. Includes two sample cells, COD/Test N Tube adapter, instrument and procedure manuals, and batteries)	1	929.26	929.26
4.1	DRB200-02	DRB200-02 Reactor 115V 21X13/4X20 (2 BLOCKS) Manufactured by Hach-Lange *CE/TUV-GS/C-TUV-US APPROVED	1	1,091.25	1,091.25
5.1	4474000	oo 2100P ISO PORTABLE TURBIDIMETER	1	929.26	929.26
6.1	5870000	Pocket Clmtr II Chlorine EPA Approved CE approved	1	379.27	379.27
<p>***** **PLEASE NOTE**THE SC100 CONTROLLERS ARE NOW OBSOLETE. SO QUOTED BELOW IS THE SC200 CONTROLLERS AS A DIRECT REPLACEMENT. *****</p>					
9.1	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH	1	1,571.40	1,571.40
10.1	LXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH	1	1,571.40	1,571.40
11.1	DR5000-03	aa rr db DR 5000 UV/VIS SPECTRO ***** **PLEASE NOTE**THE ABOVE PART NUMBER IS THE REPLACEMENT NUMBER FOR DR5000-01. *****	1	7,219.71	7,219.71
12.1	4790002	2100N IS Laboratory Turbidimeter, ISO 7027, 110/220 Vac, with European power cord, 0 to 1000 FNU (includes sample cells, StablCal Primary Standards, and accessories. Two-year warranty)	1	1,932.24	1,932.24
13.1	4700100	2100AN Laboratory Turbidimeter, USEPA 180.1, 110/220 Vac, 0 to 10,000 NTU (includes sample cells, StablCal Primary Standards, 455 nm Interference Filter, accessories. Two-year warranty)	1	3,113.70	3,113.70
<p>***** **PLEASE NOTE**THE 1720E WITH SC100 CONTROLLER IS NOW OBSOLETE. QUOTED BELOW IS THE 1720E WITH SC200 CONTROLLER AS A DIRECT REPLACEMENT. *****</p>					
15.1	2976800	KTO: 1720E W/sc200, 2CH	1	2,470.59	2,470.59
16.1	AC4B1A1N	Accu4 with T53/HART Controller	1	2,952.68	2,952.68
<p>*****</p>					

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****PLEASE NOTE**PART NUMBERS 2870900 AND 5170010 ARE NOW OBSOLETE AND HAVE BEEN REMOVED FROM THE CONTRACT.**
=====

19.1	5008100	AUTOCAT 9000, COMPLETE UNIT	1	3,540.50	3,540.50
20.1	8220G1300	Calibration Cube	1	571.33	571.33
21.1	5225000	ICE-PIC Calibration Module, 20 NTU, for 1720C, 1720D, and 1720E Process Turbidimeter	1	547.08	547.08
22.1	DPD1R1	pHD sc, Differential pH Digital Sensor, Ryton Body Material, Convertible Body Style, General Purpose Glass Electrode, 70 C (158 F) Maximum Temperature	1	770.18	770.18
23.1	DRD1R5	pHD sc, Differential ORP Digital Sensor, Ryton Body Material, Convertible Body Style, Platinum Electrode, 70 C (158 F) Maximum Temperature	1	822.56	822.56
24.1	2464105	Gelex Secondary Standards Kit, for 2100P Portable Turbidimeter (includes 1 sealed vial each, 0-1 NTU, 0-10 NTU, 10-100 NTU, 100-1000 NTU)	1	140.65	140.65
25.1	2659405	StabiCal Standards Calibration Kit, for 2100P Portable Turbidimeter (includes 1 ampule each, <0.1 NTU, 20 NTU, 100 NTU, 800 NTU)	1	142.59	142.59
26.1	2895405	rr EZ COD RECYCLING KIT, 5-GAL	1	234.74	234.74
27.1	2063700	Test Kits, Alkalinity Digital Titrator, Range 10-4000 mg/L, Model AL-DT	1	212.43	212.43
28.1	TNT835	NITRATE, TNT+ LR, 0.2-13.5MG/L PK/25	1	33.71	33.71
29.1	TNT839	db NITRITE, TNT+ LR 0.015-0.6MG/L PK/25	1	28.95	28.95
30.1	2560915	A-1 Medium Broth MPN Tubes, pk/15 A recent fire at a vendor site destroyed the tooling for this products packaging. Packaging deviations may occur.	1	24.30	24.30
31.1	2105560	Free Chlorine replacement vial for SwifTest Dispenser. Includes reagent for 250 tests for 10 ml samples.	1	41.80	41.80
32.1	1970010	TenSette Pipet, 1.0-10.0 ml dispensing range. Complete with instructions and 100 disposable pipeting tips.	1	227.95	227.95

Quotation/ProForma Invoice

Item #	Quantity	Description	Unit Price	Total Price
33.1	1970001	TenSette Pipet, 0.1-1.0 ml dispensing range. Complete with instructions and 100 disposable pipeting tips.	1	227.95 227.95
34.1	2185628	Pipet Tips, for TenSette Pipet 19700-01, 0.1-1.0 mL, pk/1000	1	134.83 134.83
35.1	2199725	Pipet Tips, for TenSette Pipet 19700-10, 1.0-10.0 mL, pk/250	1	41.18 41.18
36.1	2802400	SwifTest Total Chlorine Reagent Dispenser includes reagent for 250 tests for 10 ml samples. Total chlorine replacement vials can be purchased separately (2105660)	1	55.57 55.57
37.1	2802300	SwifTest Free Chlorine Reagent Dispenser. Includes reagent for 250 tests for 10 ml samples. Replacement vials of powder can be purchased separately (#2105560)	1	55.57 55.57
38.1	2560915	A-1 Medium Broth MPN Tubes, pk/15 A recent fire at a vendor site destroyed the tooling for this products packaging. Packaging deviations may occur.	1	24.30 24.30
39.1	TNT839	db NITRITE, TNT+ LR 0.015-0.6MG/L PK/25	1	28.95 28.95
40.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P)	1	42.44 42.44
41.1	TNT836	NITRATE, TNT+ HR (5-35MG/L -N) PK/25	1	33.71 33.71
42.1	TNT821	rr COD,TNT+, LR (3-150 MG/L), PK/25	1	42.77 42.77
43.1	TNT822	rr COD,TNT+, HR(20-1500 MG/L), PK/25	1	42.77 42.77
44.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25	1	42.44 42.44
45.1	TNT830	AMMONIA TNT+, ULR, .02-2.5MG/L PK/25	1	42.44 42.44
46.1	TNT839	db NITRITE, TNT+ LR 0.015-0.6MG/L PK/25	1	28.95 28.95
47.1	TNT827	NITROGEN TOT HR TNT+, 5-40MG/L PK/25	1	58.19 58.19
48.1	2746353	StabiCal Calibration Standard, 40 NTU, 1000 mL	1	104.76 104.76
49.1	2589200	Gelex Secondary Standards Kit, for 2100AN Laboratory Turbidimeter (includes 1 sealed vial each, Stray Light Standard, 0-2 NTU, 0-20 NTU, 0-200 NTU, 200-4000 NTU, 4000-10000 NTU)	1	246.38 246.38
50.1	2659505	StabiCal Standards Calibration Kit, for 2100AN and 2100AN IS Laboratory Turbidimeters (includes 1 ampule each, <0.1 NTU, 20 NTU, 200 NTU, 1000 NTU, 4000 NTU, 7500 NTU)	1	235.71 235.71

Quotation/ProForma Invoice

51.1	2464105	Gelex Secondary Standards Kit, for 2100P Portable Turbidimeter (includes 1 sealed vial each, 0-1 NTU, 0-10 NTU, 10-100 NTU, 100-1000 NTU)	1	140.65	140.65
52.1	2659405	StablCal Standards Calibration Kit, for 2100P Portable Turbidimeter (includes 1 ampule each, <0.1 NTU, 20 NTU, 100 NTU, 800 NTU)	1	142.59	142.59

=====
PLEASE NOTETHE FOLLOWING PART NUMBERS ARE OBSOLETE AND NO LONGER AVAILABLE:
59000-60
DR4000-01
=====

=====
PLEASE NOTETHE FOLLOWING PART NUMBERS ARE INVALID AND WILL NEED TO BE VERIFIED BY THE CITY:
XL94000-421
2899200
858900
=====

=====
PLEASE NOTEHACH COMPANY WILL CONTINUE TO OFFER FREE GROUND SHIPPING AS PART OF THIS CONTRACT. PRIORITY SHIPPING CHARGES AS WELL AS HEAVY FREIGHT CHARGES WILL APPLY AT ADDITIONAL SHIPPING COSTS.
=====

Merchandise Total: \$37,963.57
Total : \$37,963.57

NOTES :

Additional charges may be added for certain heavy/large items shipping to US Destinations.

Your Order Total is \$25,000 or more, please send a confirming purchase order to address or fax number above.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end-use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

PAYMENT TERMS ARE SUBJECT TO CREDIT REVIEW. SALES/USE TAXES ARE SUBJECT TO CHANGE.
Taxes will be added at time of order for orders shipping and used in US Destinations, unless valid resale/exemption certificate is provided. Exemption certificate can be sent to the above address or fax number.



Signed:

Hach Hydromet 800-949-3766 Fax: 970-461-3921	Hach Flow Products & Services 800-368-2723 Fax: 301-874-8459	Environmental Test Systems (ETS) 800-548-4381 Fax: 574-264-4533	Other Hach Brands 800-454-0263 Fax: 970-461-3919
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CONTRACT AMENDMENT

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation No. P08-0114 Page 1 of 1
 Description: Laboratory Services
 Amendment No. Two (2) Date: 9/27/10

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/30/10.

THE NEW CONTRACT TERM:

Contract Term: 12/01/10 to 11/30/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<u>Staci Lamfers</u> Signature	<u>10/7/2010</u> Date	<u>Staci Lamfers</u> Typed Name and Title	<u>Hach Company</u> Company Name
<u>5600 Lindbergh Drive</u> Address	<u>Loveland</u> City	<u>CO</u> State	<u>80538</u> Zip Code

Attested By:

Linda Bezy Botma
 for City Clerk

[Signature] 09-28-2010
 Director: Bill Manningly, Public Works Director

Linda Bezy Botma 9/27/10
 Project Manager: Linda Bezy-Botma, Utilities Operations
 Manager: Ellen Von Riper, Assistant City Attorney



CC Number
 ACON64408B
 Contract Number

Stephen M. Kemp
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
Oct. 14, 2010 at Peoria, Arizona

City Seal
 Copyright 2003 City of Peoria, Arizona
 (Rev 01/05/09)

Official File

Herman F. Koebergen, Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P08-0114
Description: Laboratory Supplies
Amendment No: One (1)

Page 1 of 2
Date: 09/03/09

Buyer: Lisa Houg, CPPB

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 12/1/09 to 11/30/10.**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Staci Lamfers 9/22/2009 Staci Lamfers, Bid Specialist Hach Company
Signature Date Typed Name and Title Company Name

5600 Lindbergh Drive Loveland CO 80538
Address City State Zip Code

Attested by:
Mary Jo Kier
Mary Jo Kier, City Clerk

Andrea Bury-Petma 9/4/09
Requested by:
Lisa Houg
Recommended by:
Ellen Van Riper, Assistant City Attorney

Ellen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
October 1, 2009, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



City Seal

CC Number
ACON64408A
Contract Number:

Official File



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0114
Description: Laboratory Supplies
Amendment No: One (1)

Page 2 of 2

Date: 09/03/09

Buyer: Lisa Houg, CPPB

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

32. PUBLIC RECORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



City of Peoria, Arizona

Notice of Invitation for Bid



Invitation for Bid No: **P08-0114** Bid Due Date: **NA**
 Materials and/or Services: **Laboratory Supplies** Time: **NA**
 Contact: **Lisa Houg, CPPB**
 Location: City of Peoria, Materials Management Phone: (623) 773-7115
 Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the invitation for bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the *entire* Invitation for Bid Package.

OFFER

To the City of Peoria:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

For clarification of this offer contact:

Name: Staci Lamfers

Telephone: 800 227-4224 Fax: 970 461-3911

Hach Company

Staci Lamfers
Authorized Signature for Offer

Company Name

Printed Name

5600 Lindbergh Drive

Staci Lamfers

Address

Printed Name

Loveland CO 80538

Bid Specialist

City State Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

City of Peoria, Arizona.

Eff. Date: 11/26/08

Approved as to form:

Ellen Van Riper
Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp
Stephen M. Kemp, City Attorney

Awarded on

11/25/08

Herman Koebergen
Herman Koebergen, Materials Manager



A CON 64408
Contract Number

Official File

A CON 64408



November 12, 2008

City of Peoria
Materials Management
8314 West Cinnabar Avenue
Peoria AZ 85345

Attn: Lisa Houg

RE: Exceptions to Invitation to Bid Number P08-0114/Laboratory Supplies

Dear Ms. Houg:

This letter is in response to Invitation to Bid Number P08-0114 for Laboratory Supplies. Listed below are the exceptions Hach is taking to the Special Terms and Conditions.

13. Warranty – Hach Company offers a standard warranty of (1) year from date of shipment on instrumentation. Chemicals and reagents are covered under a (30) day warranty only.

17. Manufacturer's Representative – Sole Source Letter is being provided with the bid.

18. Samples – Hach Company does not provide samples of any kind.

30. Usage Report – Hach Company is a manufacturing company only and is unable to provide quarterly usage reports.

4. Parts Exchange – Hach Company offers a (30) day no questions asked return policy. After the (30) days a 10% per month restocking fee will apply up to (6) months. Any additional charges will be assessed at the time the return or credit is being processed.

Please let me know if you have any further questions or concerns regarding this contract.

Sincerely,

Staci Lamfers/Bid Specialist
Hach Company
5600 Lindbergh Drive
Loveland CO 80538
800-227-4224 ext 6244
lamfers@hach.com

HACH COMPANY

PO Box 389 • Loveland, Colorado 80539-0389

Phone 800-227-4224 or 970-669-3050

Fax 970-669-2932

<http://www.hach.com>



Be Right™

City of Peoria
8314 West Cinnabar Avenue
Peoria AZ 85345

Attn: Lisa Houg

November 12, 2008

Invitation to Bid Number P08-0114/Laboratory Supplies

This letter is to confirm that Hach Company is the sole manufacturer and distributor within the United States of the following equipment:

All equipment, chemicals and reagents associated with Invitation to Bid Number P08-0114/Laboratory Supplies

Thank you for your interest in Hach Company products. If we can help in any way, please call us at 1-800-227-4224.

Sincerely,

A handwritten signature in cursive script that reads "Staci Lamfers".

Staci Lamfers
Bid Specialist

Facility location: 5600 Lindbergh Drive • Loveland, Colorado USA 80537-8998



polymetron





October 23, 2008

Dear Prospective Customer:

By signature below, the following Hach representatives are hereby authorized (during the period of January 1, 2008 through December 31, 2008) to sign all bid documents submitted by Hach to prospective customers, which do not require a Corporate Officer signature:

Jackie Westover
Roxanna Nittmann
Emily A Coppola
Staci Lamfers
Chase Knox
Tom Mulleady
Stephane Mary

We appreciate the opportunity to do business with your organization.

Sincerely,

Hach Company

Chris Fergen
Vice President
Sales, Service & Customer Contact



INVITATION FOR BID

INSTRUCTIONS TO BIDDER

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF BID:

- a. All bids shall be on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. However, the Offeror shall not place the *Invitation For Bid* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid. Telegraphic (facsimile) or mailgram bid withdrawals will not be considered.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue a *Invitation For Bid*.
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
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Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.



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17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.



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22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
- Waive the non-conformance.
 - Stop the work immediately.
 - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 18 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain



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confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
37. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Laboratory Supplies**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price Term Indefinite Quantity
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
9. **Shipping Terms:** Prices shall be **F.O.B. Destination** to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
10. **Delivery:** Delivery shall be made within thirty (30) days of receipt of a purchase order.
11. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
12. **Taxes:** Prices offered shall not include applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.
13. **Warranty:** Each offer shall provide a one-year warranty/guarantee against defects in materials, workmanship and/or performance for all items.
14. **Price Adjustment:** The City of Peoria Purchasing Office will review **fully documented** requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will



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determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

16. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

17. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.



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18. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

19. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

20. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

21. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

22. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

- a. A formal announcement from the manufacturer that the product or model has been discontinued.
- b. Documentation from the manufacturer that names the replacement product or model.
- c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

23. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.



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24. **Serial Numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
25. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
26. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
27. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
28. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
29. **Descriptive Literature:** All offerors shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
30. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department.
31. **Confidential Information:**
 - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
32. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.



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33. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
34. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- Cancel any contract;
 - Reserve all rights or claims to damage for breach of any covenants of the contract;
 - Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 - In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - Deduction from an unpaid balance;
 - Any combination of the above or any other remedies as provided by law.
35. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



PRICE SHEET

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1. Scope

The City of Peoria Utilities Department has six (6) laboratories that perform daily analysis for process control and compliance. The City of Peoria owns a variety of Hach equipment which is used in daily operations of each facility.

2. General Requirements

- a. All supplies provided by the vendor shall conform in strength, quality of material and workmanship to the highest recognized industry standards.
- b. All pricing shall include shipping charges. The City will not accept split pricing, i.e., supply charge and shipping charge.
- c. Orders shall be delivered within thirty (30) days after receipt of a purchase order.

3. Method of Invoicing

An invoice shall be included with each order. The invoice, and any delivery receipt, must include the following:

- a. City of Peoria Purchase Order Number
- b. Items listed individually by descriptions and part number
- c. Items unit price and extended total including taxes
- d. Quantity ordered, back ordered and shipped
- e. Applicable taxes
- f. Invoice and Receipt identification number and company name
- g. Invoice Date

4. Parts Exchange

In the case of incorrect parts being shipped due to vendor error, or defective parts, vendor expressly agrees to exchange parts and supplies with correct parts and supplies at current contract prices with no re-stocking fee, including shipping of said parts. Vendor shall provide a credit for the returned part and separate invoice for the new correct part.

Vendor shall issue Returned Material Authorization (RMA) prior to the returning of parts. Credit memo shall reflect RMA when credit is issued for returned parts.

Vendor shall establish and maintain sufficient parts inventory to adequately support the City's Utilities Department.

5. Type of Supplies/Category

- a. Equipment
- b. Equipment Consumables
- c. Glass/Plastic Ware



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- d. Media & Cultures
- e. Reagents
- f. Standards

6. Hach Equipment

All supplies associated with the calibration and servicing of the following Hach equipment:

On-Line Equipment

CLI Conductivity meter	1
GLI pH meter	5
GLI Accu 4 low range turbidimeter	18
Hach 1720E low range turbidimeter	3

Benchtop Equipment

Hach 2100N turbidimeter	1
Hach 2100AN turbidimeter	6
Hach DR2500 Spectrophotometer	2
Hach DR2800 Spectrophotometer	3
Hach DR4000 Spectrophotometer	1
Hach DR5000 Spectrophotometer	1
Hach DR850 Spectrophotometer	1
Hach 6000 non-detect chlorine analyzer	1

Portable Equipment

Hach portable colorimeters (chlorine)	7
Hach 200 NTU portable meters	3
Hach portable pH meters	2
Insite IG DO analyzer	3
Insite TSS meter	3
Hach AutoCat 9000	1
Hach DRB200	1



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Company Name: HACH

Item	Description	Part Number	Unit Price
A. EQUIPMENT			
1.	DR2800 Spectrophotometer DR2800-1	DR2800-01B	\$ <u>3,225.25</u>
2.	DR/890 Portable Colorimeter 4847000	4845000	\$ <u>885.61</u>
3.	DRB 200-204 (two cell)	DRB200-02	\$ <u>960.30</u>
4.	2100P Portable Turbidimeter 4650000	4474000	\$ <u>830.32</u>
5.	CI2 Pocket Colorimeter 5870000	587000	\$ <u>355.99</u>
6.	pH controllers	SC100-LXV401.520002	\$ <u>1,264.88</u>
7.	ORP controllers	SC100-LXV401.520002	\$ <u>1,264.88</u>
8.	DR5000 Spectrophotometer	DR5000.01	\$ <u>6,693.00</u>
9.	DR2500 Spectrophotometer	59000-60	\$ <u>OBSOLETE</u>
10.	2100N Turbidimeter	4790002	\$ <u>1,776.07</u>
11.	2100AN Turbidimeter	5760102 4700100	\$ <u>2,856.65</u>
12.	DR4000 Spectrophotometer	DR4000-01	\$ <u>OBSOLETE</u>
13.	1720E Low range Turbidimeter	6010100	\$ <u>2,280.47</u>
14.	GLI Accu4 Low range Turbidimeter on-line	AC4B1A1N	\$ <u>2,669.44</u>
15.	GLI pH Accumet	XL94000-421	\$ <u>INVALID PART #</u>
16.	GLI Conductivity on-line	2870900	\$ <u>1,272.64</u>
17.	Portable pH meter	5170010	\$ <u>456.87</u>
18.	DR6000 AutoCat Chlorine Analyzer	5008100	\$ <u>3,346.50</u>
19.	GLI Cal Cube	8220G1300	\$ <u>515.07</u>
20.	1720E Low range Turbidimeter Calibration Module	5225000	\$ <u>495.67</u>
B. EQUIPMENT CONSUMABLES			
1.	pH Probes for Scrubbers	DPD1R1	\$ <u>701.31</u>
2.	ORP Probes for Scrubbers	DRD1R5	\$ <u>749.81</u>
3.	GeLex Standards All Turbidity meters portable	2464105	\$ <u>120.28</u>
4.	2100N Turbidimeter Standard	2899200	\$ <u>INVALID PART #</u>
5.	2100AN Turbidity Standard	858900	\$ <u>INVALID PART #</u>



PRICE SHEET

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P08-0114**

Company Name: HACH

Item	Description	Part Number	Unit Price
6.	Stabcal Standards	2659405	\$ 94.76
7.	EZ COD Recycling Service (5 gallon)	2895405	\$ 221.16
8.	Alkalinity test kit AL-DT	2063700	\$ 193.03
9.	Nitrogen-Nitrate 0-30 mg/l	TNT835	\$ 29.10
10.	Nitrogen-Nitrite Low Range	TNT839	\$ 25.03
11.	DPD Total Reagent Refill	2560915	\$ 21.72
12.	DPD Free Reagent Refill	2105560	\$ 41.22
C. GLASS/PLASTIC WARE			
1.	Tensette Pipet 1-10 ml	1970010	\$ 207.58
2.	Tensette Pipet .1-1.0 ml	1970001	\$ 207.58
3.	Tensette Pipet tipe .1-1.0 ml (1000 pieces)	2185628	\$ 113.49
4.	Tensette Pipet tipe 1.0-10.0 ml (250 pieces)	2199725	\$ 35.10
5.	DPD Total CL2 Reagent Dispenser 28202499	2802400	\$ 54.80
6.	DPD Free CI2 Reagent Dispenser 28202300	2802300	\$ 54.80
D. MEDIA & CULTURES			
1.	A-1 media pk/15	2560915	\$ 21.72
E. REAGENTS			
1.	Nitrogen-Nitrate 0-30 mg/l	TNT839	\$ 25.03
2.	Phosphrous Low Range	TNT834 TNT843	\$ 36.67
3.	Total Nitrogen TNT plus 826	TNT836	\$ 29.10
4.	COD Ultra Low Range	TNT821	\$ 38.80
5.	COD High Range	TNT822	\$ 38.80
6.	Nitrogen-Ammonia High Range NH3	TNT832	\$ 36.67
7.	Nitrogen-Ammonia Ultra Low Range NH3	TNT830	\$ 36.67
8.	Nitrogen-Nitrite Low Range	TNT839	\$ 25.03
9.	Total Nitrogen High range	TNT827	\$ 50.25
10.	NTU Standard-40	27463-53	\$ 95.34



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Company Name: HACH

Item	Description	Part Number	Unit Price
F.	<u>STANDARDS</u>		
1.	Gelex Secondary Standards Kit 2100N	2589200	\$ 214.37
2.	Stabcal Calibration Kit	2659505	\$ 143.56
3.	Gelex Standards Kit	2464105	\$ 120.28
4.	Portable Standard Kit	2659405	\$ 94.76
5.	Calibration Standards	2899200	<u>\$INVALID PART #</u>
<p>**Hach Company is offering Free Ground Shipping as part of this contract. Priority shipping charges will apply at additional charges.</p>			
<p>**Chemicals, standards, some instruments and reagents do not have data sheets. Attached are all available data sheets**</p>			



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: **P08-0114**

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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No .

If yes, please provide details and documentation of the certification.