

Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

	Requesting Department: DWM	
	Department Contact Person: Dora De Taboada Telephone	770_621-7268
En	Email: dldetaboada@dekalbcountyga.gov	
Re	Requisition Number: Suppested Supplier: 1	1ACH
Es	Estimated Amount of Purchase: \$ 369,845.88	as a va a s
De	Detailed Description of the Goods or Services to be purchased: Water Di	stribution Monitoring
Pa	Panals	
	Emergency (For Emergency Requests, Please check this box and an	swer all questions below.)
1.	Date and Time of Emergency Occurrence:	
2.	2. Please state the nature of the emergency posing a risk to public health, v	velfare, safety or resources:
	į	İ
3.	3. State how the Estimated Amount was determined to be Fair and Reason documentation):	able (attach supporting
		,
	l	
[Sole Source (Please check box and answer all of the following com	pletely.)
1.	1. Provide and explanation why the product, service or supplier requested	is the only method that can satisfy the
	requirements. Please explain why alternatives are unacceptable. Be	specific with regard to specification,
	features, characteristics, requirements, capabilities and compatibilities	ty. (Attach additional documents, if
	necessary):	,
	Please see attached Justification	
_	O MAZIN Abda manahara abilizada un da manata da cara fa fa fa fa fa da cara da	O /File and a terminal of an internal and the st
2.	Will this purchase obligate us to a particular vendor for future purchases only this vendor will be able to perform and/or if we purchase this item future to match this one?) Explain in detail.	, will we need more "like" items in the
	The distribution system is already using Hach products. These and	lyzer will have to be served by
	their manufacture Hach.	1
	1	
3.	3. Explain the impact to the County or Public if this request is not approved	
	We are planning to optimize the water quality we deliver to our consure that the chemical and microbiological water quality is saf	ustomers. These instruments will
	ensure that the chemical and microbiological water quality is safewill allow for the modeling and constant overview of the chlorine	e for public consumption. They residual in the system.
	1	
	nereby request that this non-competitive procurement request be approved fo	r the purchase of the above stated
work	ork, material, equipment, commodity, or service.	1/
Depa	epartment Director (Typed/Printed Name) Scott Towler Signature:	Xult 1 boh Date: 1/5/2018
	Do Not Write Below – for the Department of Purchasing an	_ •
Procu	ocurement Agent (Typed/Printed Name) Crystal Creekning Signature:	O Cueebrore Date: 4/13/18
Procu	ocurement Manager (Typed/Printed Name) Cashvyn Horner Signature:	Herre Date: 4/18/18
_/	Approved Not Approved	
	ignature:, Director, Department of Purchasing	
	Complete aserda eten.	For BOCAPPARA Print Form
		• /

(Additional information, attach pages if required):

Sole source justification for Water Distribution Monitoring Panels.

This product is compatible with the Hach instrumentation used in DeKalb County Distribution System and with the SCADA system. This multi parameter on-line panel assists in identifying potential problems that pose risks to public health when they occur in a distribution system, It detects chlorine residual, turbidity, pH, and conductivity. It is reagentless so it does not require a drain that may not exist near the selected sampling point of the distribution system.



Public Notice of Proposed Award of Sole Source Procurement

Section A – Description of Proposed Sole Source Procurement

Description of Supplies/Services: Water Distribution Monitoring Panels - Hach Company

Demonstration of Contractor's Unique Qualifications: Hach brand water distribution monitoring panels are compatible with the Hach instrumentation used in the County's water distribution system and SCADA system. The multi-parameter online panel assists in identifying potential problems that pose threats to public health that could occur in the distribution system. It is reagentless and detects chlorine residual, turbidity, pH, and conductivity. It does not require a drain that may not exist near the selected sampling point of the distribution system.

Section B - To Be Completed by the Department of Purchasing and Contracting

Market Survey Results

Date Public Notice posted on website: February 7, 2018

Date Public Notice closed: February 13, 2018

Review of Offers

Were any offers received (Yes/No): No

Number of offers received: 0

Responders: N/A

Purchasing Agent review and recommendation:

DWM is currently using Hach brand instrumentation in the DeKalb County Distribution System with the SCADA system and subsequent servicing from the Hach Company. Continued use of the Hach Company products ensures compatibility and uniformity in service and maintenance of a system which is used to identify potential problems that could pose risk to public health.

Hach Company is the sole authorized manufacturer and direct distributor of the panels.

A sole source CPA (1042139) was awarded to the vendor, effective December 13, 2016 – December 31, 2018, in the amount of \$300,000.00 for water monitoring equipment and repair services. Currently, \$265,485.91 has been released on the CPA. The cost of the panels will exceed the amount that is left on the CPA. BOC approval of additional purchases will be necessary to move forward.

Recommend the sole source purchase of water distribution monitoring panels from Hach Company.

Website: www.dekalbcountyga.gov



Crystat Cacelhare	4/13/18
Agent Signature	Date
CHorne	4/18/18
Procurement Manager Signature	Date

Terms and Conditions have been approved by Law w/the attached Addendum trenting from vendor/County.



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770.621.7271 (f)

Watershed Management 1580 Roadhaven Drive

Stone Mountain, GA 30083

DeKalbCountyga.gov

To:	Talisa R. Clark, MBA, CPPO, Director of Purchasing and Contrac	Chief Executive Officer Michael Thurmond			
THROUGH:	Ted Rhinehart, Deputy COO/Infrastructure	Board of Commissioners			
		District 1 Nancy Jester			
FROM:	Scott A. Towler, P.E., Director, Department of Watershed Manage	ement District 2 Jeff Rader			
DATE:	December 27, 2017	District 3 Larry Johnson			
SUBJ:	Water Distribution Monitoring Panels	District 4 Stephen Bradshaw			
Capital Project Descri	iption:	District 5 Mereda Davis Johnson			
Priority (assigned by DCOO):					
-	B □ RFP □ RFQ □ RFPQ ☑ Sole Source □ Emergency ase Agreement □ A/E Work Authorization/Task Order	Kathie Gannon District 7 Gregory Adams Sr			
Scope of Work for the project:					

The monitors' data will provide the following benefits:

- Provide live data of the water quality along the distribution system for the water model to ensure that all citizens receive safe water quality.
- Asses the water quality near the areas suspected to have dead zones, old pipes and other water quality issues.
- Send data to plant control room to address potential water quality issues by adding additional disinfectant.
- The inclusive boxes will be used to protect the monitoring panels from the weather.

This product is compatible with the HACH instrumentation used in DeKalb County Distribution System with the SCADA system. This multi parameter on-line panel assists in identifying potential problems that pose risks to public health when they occur in a distribution system. It detects chlorine residual, turbidity, pH, and conductivity. It is reagentless so it does not require a drain that may not exist near the selected sampling point of the distribution system.

Commission District: 1

Super District: 6

Funding source: R&E

CIP Line number or Account number if applicable:

Contract term (expiration): Click here to enter a date.

Performance term (interim completion, substantial completion and final completion dates):

Anticipated project amount/budget: \$ 373,553.88

Number of easements or parcels of right-of-way required for the project:

Sole Source December Page 2	ce (SS) for Water D 27, 2017	istribut	ion Monitoring I	Panels	
Total:		Compl	eted:	Pend	ling:
Estimated of	date for completion	of ease	ment or right-of	f-way acquisition:	
Right of wa	ıy encroachment pe	rmit(s)	: City of Not App	olicable Status: Not A	pplicable
			DeKalb County	Status: Not Applicable	le
			State of Georgia	Status: Not Applicab	ole
Other utilit	y relocations or per	rmits re	quired for the p	roject: Electric Not A	Applicable
Gas	Not Applicable	Telecor	nmunications No	ot Applicable	
Rail	lroad Not Applicable	;	Other:		Not Applicable
Describe re	equested:				
 Bonding Insurance Liquidated Damage penalties Retainage OCIP application Licensing/certification required 					
Pre-proposal/Pre-bid meeting: ☐ Mandatory ☐ Optional					
Name and contact information for Project Manager and Project Coordinator: Project Manager: Dora De Taboada, P.E., Engineer Senior (770) 621-7268 Project Coordinator: Antoinette Fox-Lewis (770) 621-7238					

The Sole Authorized Manufacturer and Direct Distributor Letter

4/13/2018

Customer Name: DeKalb County Government | Department of Purchasing & Contracting

Customer Address: Crystal Creekmore | Procurement Agent

1300 Commerce Drive, 2nd Floor

Customer City, State, Zip: Decatur, GA | 30030

Customer Account Number: 038379 Reference Quotation: 100293885

Item(s):	Description(s):
6846050	Water Dist. Monitoring Panel, Reagentless
2	€

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the item/items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 1-800-227-4224.

Thank you

Alvssa Prill

Bid Support Specialist

Hach Company

Alyssa Prill





Quote Number: 100293885v4
Use quote number at time of order to ensure

that you receive prices quoted

Quote Date: 02/23/2018

Quotation

Hach PO Box 608

Loveland, CO 80539-0608

Phone: Email: (800) 227-4224 quotes@hach.com

Website:

www.hach.com

Quote Expiration: 05/22/2018

DEKALB COUNTY 4830 WINTERS CHAPEL RD ATLANTA, GA 30360

Name: Crystal Creekmore Phone: 404-371-2710

Email: ccreekmore@dekalbcountyga.gov

Customer Account Number : 033169

Sales Contact: Pat Lawrence Email: plawrenc@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	6846050	WATER DIST. MONITORING PANEL, REAGENTLESS	20	16,255.00	6%	15,279.70	305,594.00
,		Includes: sc1000 controller, CLF10 (free chlorine) analyzer, 1720E turbidimeter, digital pH sensor, digital conductivity sensor, pressure sensor, wall mount panel, start-up kit, tubing and manuals.				a = = 5	
2	6989	dd Model 6989 Weatherguard enclsr with 1 in. rigid foam insulation . Standard lead time 60 days.	12	4,750.00		4,750.00	57,000.00
		Sole Source Letter attached at end of quotation.					
Estimated UPS Ground Shipping \$						\$ 7,251 88	
Grand Total \$						\$ 369,845.88	

RECOMMENDED ACCESSORIES & SERVICES

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	LZY885.99.00002	PROGNOSYS communication card, to be used with the Hach sc1000 digital controller. Comes with manual and instructions.	20	1,070.00	6%	1,005.80	20,116.00
		OPTIONAL SERVICE:					
2	WRTUPGSC1000	Comprehensive warranty upgrade includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	20	259.00		259.00	5,180.00
		Comprehensive warranty upgrade includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and					

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
3	WRTUPG1720E	free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are	20	729.00		729.00	14,580.00
		Bam-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.					
4	WRTUPGGLPHORP	Comprehensive warranty upgrade includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site calibration per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	20	245.00		245.00	4,900.00
5	WRTUPGCOND	Comprehensive warranty upgrade includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site calibration per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	20	208.00		208.00	4,160.00
6	WRTUPGCLF10SC	Comprehensive warranty upgrade includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	20	1,270.00		1,270.00	25,400.00

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

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

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name:

Pat Lawrence

Title:

Regional Sales Manager

Phone: 800-227-4224

Email: plawrenc@hach.com



Be Right[™]

Quotation Addendum

HACH COMPANY

Headquarters P.O. Box 389

5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

PO Box 608 Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224

Fax: 970-669-2932 E-Mail: 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): 071000039

ADVANTAGES OF WORKING WITH HACH

Technical Support

Provides post-sale instrumentation and application support

- Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.
- Available via phone, e-mail, or live online chat at Hach.com!
- ✓ Toll-free phone: 800-227-4224
- ✓ E-mail: techhelp@hach.com

www.Hach.com

SIRR Delivery Program

The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents

- ✓ Lower inventory costs and fresh supplies
- ✓ Reduced paperwork one purchase order for the entire year
- ✓ Automatic shipments on your schedule
- ✓ Easier budgeting

www.Hach.com/sirr

Hach ServicePlus® Programs

Instrument Protection and Service

- ✓ Savings of more than 20% versus a "pay as you go" approach
- ✓ Freedom from maintenance
- ✓ Worry-free compliance with Hach's certification
- ✓ Fixed maintenance budget for the entire year

www.hach.com/service-contracts

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery

- Receive tracking numbers on your order acknowledgement
- Hach will assist with claims if an order is lost or damaged in shipment

Save Time - Less Hassle

- No need to set up deliveries for orders or to schedule pickup
- Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.

Save Money

- No additional invoice to process save on time and administrative costs
- Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIF	IED SHIPPING A	ND HANDLING C	HARGES 1, 2, 3	Pricing Eff	ective 1/6/2018	Collect 4
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 1/6/2018
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$47.20	\$89.72	\$8.38
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$75.22	\$143.00	\$8.62
\$150.00 - \$349.99	\$31.27	\$83.40	\$169.88	\$105.24	\$204.81	\$9.16
\$350.00 - \$649.99	\$43.75	\$114.40	\$227.51	\$143.01	\$276.92	\$9.64
\$650.00 - \$949.99	\$55.41	\$120.12	\$251.36	\$148.73	\$280.35	\$9.98
\$950.00 - \$1,999.99	\$69.71	\$148.22	\$313.40	\$176.38	\$341.29	\$10.89
\$2,000.00 - \$3,999.99	\$80.08	\$158.56	\$321.13	\$182.35	\$346.83	\$12.59
\$4,000.00 - \$5,999.99	\$92.84	\$162.82	\$336.64	\$183.19	\$356.84	\$15.50
\$6,000.00 - \$7,999.99	\$109.70	\$185.39	\$383.30	\$202.07	\$389.57	\$18.08
\$8,000.00 - \$9,999.99	\$125.78	\$211.68	\$413.64	\$226.50	\$429.56	\$20.86
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$31.95

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- 3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- 4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

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

- APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- CANCELLATION: Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.
- DELIVERY: Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.
- INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.
- PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.
- PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hack may, in addition to all other remedies provided at law, either. (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, which arise out of a different transaction with Hach or

Terms v Conditions approved by law w/ the attached Addendum. Routing for signatures from vendor/county. ame unsatisfactory to

security. asonable ncellation roducts to nly If such ankruptcy ent for the of Buyer, edles of a ve for late

nder will be accordance form to any nich for most ch warrants anship for a provided by s functioning by Hach shall Limable items ght bulbs. All ither express lal usage or fitness for a Products not

particular purpose, are nereuy ---meeting this Limited Warranty is replacement, credit or returns of price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

- INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.
- PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.
- TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or after any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



- 11. SOFTWARE. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media, In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).
- 12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's Information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.
- 13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts; (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.
- SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense relimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.
- 15. LIMITATIONS ON USE; RELATIONSHIP OF PARTIES: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach Is void if any goods covered by such warranty are used for any purpose not permitted hereunder. Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.
- 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control

- laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or miss es, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any Improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to Speak Up If aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline
- 17. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.
- 18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.
- 19. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, inclidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tot (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.
- 20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles are laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.
- 21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially after the Terms &



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

Additional Provisions

22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

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Contract Addendum to Contract Forms Hach Company Terms & Conditions of Sale Quote Number 100293885v4 DeKalb County (the "Project")

Parties: Dekalb County ("Customer")	Date:	, 2018
Hach Company ("Supplier")		

Recitals: Customer and Supplier are entering into a contract for the Project and, for convenience, are using Hach's standard contract forms ("Hach's Base Contract") for the sale of Supplier's goods and/or services ("Goods" and/or "Services"). This Addendum is intended to provide reasonable revisions to Hach's Base Contract for the purpose of enabling the parties to enter into a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Hach's Base Contract and make it an integral part thereof, taking precedence over any contrary terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

1. Art. 8. Indemnification. The following language is <u>removed</u> from Article 8. Indemnification:

"This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer."

- **20. Applicable Law And Dispute Resolution.** Article 20 shall be removed in its entirety and replaced with the following:
- "20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Georgia, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Georgia, U.S.A."
- 3. Revisions to the Agreement. Nothing in the Agreement supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

[SIGNATURES APPEAR ON NEXT PAGE]

-	_	to be considered as an original by their authorized
representatives, on this day of HACH COMPANY		DEKALB COUNTY, GEORGIA
	_(SEAL)	by Dir.(SEAL)
Signature		MICHAEL L. THURMOND
		Chief Executive Officer DeKalb County, Georgia
Name (Typed or Printed)	_	Destail County, Georgia
		Date
Title		
Federal Tax I.D. Number	and the second s	e o
ATTEST:		ATTEST:
Signature		BARBARA SANDERS, CCC, CMC Clerk of the Chief Executive Officer And Board of Commissioners of
Name (Type or Printed)		DeKalb County, Georgia
Title	50° a	
APPROVED AS TO SUBSTANCE:		APPROVED AS TO FORM:
Department Director	New	County Attorney Signature
	A951	County Attorney Name (Typed or Printed)
	•	
		DeKalb County
		Contract No.