



JAN 15 2020  
BT: *Puehling*



# Board of Commissioners Agenda Item Transmittal Form Procurement/Contract Transmittal Form

**Type of contract:** 1 year  Multi-year  Single Event  Purchasing Use Only Contract #:

<input type="checkbox"/> <b>Submission Information</b> <b>Contact Name:</b> Vernoy Murray <b>Department:</b> WTP  <b>Project Title:</b> Certified P+ System Protection & Service for M5310C Lab TOC Analyzer  <b>Funding Account Number:</b> 505-4430521300-44  <b>Contract amount:</b> \$7,215.00 ✓ <b>Contract Type:</b> Goods (✓) Services (✓) Labor ( ) <b>Contract Action:</b> New (✓) Renewal ( ) Change Order ( ) <b>Original Contract Number:</b>	<input type="checkbox"/> <b>Vendor Information</b> <b>Vendor Name:</b> SUEZ WTS Analytical Instruments Inc.  <b>Address:</b> 6060 Spine Road <b>Address:</b> Boulder, CO 80301 <b>Email:</b> tamara.shafer@suez.com <b>Phone #:</b> 720-622-0229 <b>Contact:</b> Tamara Shafer, Account Manager  <b>Term of contract:</b> 1 year 08-25-21/08-24-22
--	---

<p><b>Finance Director Signature</b> I have reviewed the attached contract, and the amount is approved for processing.</p> <p><b>Signature:</b> <i>[Signature]</i> <b>Date:</b> 02-03-2021 CHIEF OF STAFF</p>	<p><b>Procurement Officer Signature</b> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.</p> <p><b>Signature:</b> <i>[Signature]</i> <b>Date:</b> 1/20/2021 Req provided</p>
---	---

Summary: Certified Plus SYSTEM Protection and Service – TWO Visit. Comprehensive Cert+ coverage extends manufacturer warranty and include application guidance, all parts, labor and travel expenses for Certified Field Service Engineers to perform on-site visits (annually & 6 months). Agreement includes quarterly maintenance items and annual visit calibration/verification protocols and 6-month PM service using Sievers Certified Standards.

**Department Head/Elected Official Signature:** *[Signature]* **Date:** 1-11-21



SUEZ WTS Analytical Instruments, Inc.  
 6060 Spine Road  
 Boulder, CO 80301, United States  
 T 1 (303) 444-2009

## Quotation

<b>ROCKDALE COUNTY WATER RESOURCES</b>	Date:	Tuesday, September 29, 2020
Andrew Churchwell	Quote Number :	SER-00038409-20-1
Conyers, GEORGIA	Payment Terms:	Net 30, Subject to Credit Approval
UNITED STATES	Delivery Terms:	Ex Works, Boulder, CO USA
Phone : +1 (770) 278-7477	Expiration Date:	Wednesday, August 25, 2021
	Currency:	USD

**Page 1 of 5**

Product Number	Unit Price	Qty	Ext. Price
<b>2 visit PM/Certified Engineer on site for Calibration/Yearly Consumables/Hazmat/Shipping/On Site Warranty/Parts/Repair/Labor</b>			
<b>CERT+ MUNI/SEMI SYSTEM 2 VISIT</b>	<b>SER 77024-01</b>	<b>6,615.00</b>	<b>1</b>
			<b>6,615.00</b>
<p>Certified Plus SYSTEM Protection and Service – Municipal and Semiconductor Industry Installations of M-Series, 900 or 5310C TWO Visit. Comprehensive Cert+ coverage provides peace of mind and is ideal for customers who have Laboratory, Portable, or On-Line installed instruments. Extends manufacturer warranty and includes application guidance, all parts, labor, and travel expenses for Certified Field Service Engineers to perform on-site repairs and complete TWO on-site visits (annually &amp; 6 months). Agreement includes quarterly maintenance items and annual visit with calibration/verification protocols and 6-month PM service using Sievers Certified Standards. Additional inclusions are: unlimited technical support calls, free firmware updates, all maintenance items necessary for scheduled maintenance for the calendar year, and 10% off parts not covered. On-site response for down instrument repairs is typically 5-7 business days after diagnostic vetting through Tech Support. The vetting diagnostic activity includes sending of all exportable data files, standards/consumables verification, data analyses, and interaction between the technical end user and Analytical Instruments technical resource. Any repairs may be billable if there is a lapse in Certified Plus coverage of more than 30 days.</p>			
<b>Sub-Total USD :</b>			<b>6,615.00</b>

<b>The ICR PM/ICR Degasser is required to maintain ICR health, ensure accurate analysis, as well as preventing excess CO2 from exceeding your TOC's calibration curve.</b>			
<b>Add-On - M5310 C ICR, Open Degasser</b>	<b>SER 77044-01</b>	<b>600.00</b>	<b>1</b>
			<b>600.00</b>
<p>This service includes replacement of the ICR open degasser once every 2 years. A verification check is performed annually, assuring ICR functionality. This product is only sold in conjunction with an analyzer Preventive Maintenance service. In the event that repair services are required during the validity period, the associated accessory is also entitled to a 10% discount on labor and/or parts.</p>			
<b>Sub-Total USD:</b>			<b>600.00</b>

Please refer to SER-00038409-20 on your purchase order and email to [Sievers.customer@wts@suez.com](mailto:Sievers.customer@wts.suez.com)  
 Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.  
 SUEZ WTS Analytical Instruments Inc.

## Quotation

<b>ROCKDALE COUNTY WATER RESOURCES</b>	Date:	Tuesday, September 29, 2020
Andrew Churchwell	Quote Number :	SER-00038409-20-1
Conyers, GEORGIA	Payment Terms:	Net 30, Subject to Credit Approval
UNITED STATES	Delivery Terms:	Ex Works, Boulder, CO USA
Phone : +1 (770) 278-7477	Expiration Date:	Wednesday, August 25, 2021
	Currency:	USD

Page 2 of 5

Product Number	Unit Price	Qty	Ext. Price
<b>Grand Total USD :</b>			<b>7,215.00</b>

### Important Information

Scheduling can be 6-8 weeks after receipt of PO.

IMPORTANT: Service invoiced in FULL, time of first visit/shipment, or Warranty expiration.

#### PO REQUIREMENT:

- Bill to & AP Email Address
- Consumables Shipment Address
- Quote # OR instrument SN# (s)
- Email to: tamara.shafer@suez.com

SUEZ WTS Analytical Instruments, Inc.  
6060 Spine Rd, Boulder, CO 80301  
sievers.customercare.wts@suez.com  
1-800-291-6455

SN: M5310C: 1708-2605 Lab/ICR  
PM/C+Warranty validity 8/6/2021 - 8/5/2022  
Next visit due: 8/25/2021 - 12 month Calibration/ship  
Last visit: 2/25/2021 - 6 month Verification/ship

Please submit your PO by 6/25/2021 ( 2 months prior to next service date) to avoid service gaps. Failure to submit PO by this date may result in an add'l fee to expedite scheduling.

2 visit PM/Warranty includes the following:  
+ ICR PM/Open ICR Degasser

Cal 5ppm  
Ver 2ppm

Shipments and scheduling:  
1st Contact: Andrew Churchwell

Please refer to SER-00038409-20 on your purchase order and email to Sievers.customercare.wts@suez.com  
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.  
SUEZ WTS Analytical Instruments Inc.

## Quotation

**ROCKDALE COUNTY WATER RESOURCES**

Andrew Churchwell

Conyers, GEORGIA

UNITED STATES

Phone : +1 (770) 278-7477

Date:

Tuesday, September 29, 2020

Quote Number :

SER-00038409-20-1

Payment Terms:

Net 30, Subject to Credit Approval

Delivery Terms:

Ex Works, Boulder, CO USA

Expiration Date:

Wednesday, August 25, 2021

Currency:

USD

Page 3 of 5

**Product Number****Unit Price****Qty****Ext. Price**

2nd Contact: Jeff Cawley

-----  
Site access is the customer's responsibility. Any add'l time required to obtain site access is billable. If there are add'l requirements: training, testing, or fees required prior to site access, please contact me.

Performance Maintenance benefits:

- Optimize instrument performance
- Yearly consumables & annual calibration
- Audit compliance via certified calibration certificate
- 10% discount on future parts/repair, if needed

C+Warranty benefits:

- Fixed total cost of ownership
- On-Site Warranty includes parts/labor for repairs\*

\*Your dispatch visit is contingent upon appropriate diagnostic activities with Technical Support.

2 year service available. Your PO includes both years.

Tamara Shafer, Account Manager

SUEZ WTS Analytical Instruments, Inc.

720-622-0229, tamara.shafer@suez.com

**Tamara Shafer, Account Manager,**

Please refer to SER-00038409-20 on your purchase order and email to [Sievers.customercare.wts@suez.com](mailto:Sievers.customercare.wts@suez.com)  
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.

SUEZ WTS Analytical Instruments Inc.



**WTS Analytical Instruments, Inc.**  
6060 Spine Road Boulder, CO 80301

### **STANDARD TERMS & CONDITIONS FOR SALE & SERVICE OF INSTRUMENTS**

These Terms and Conditions are an integral part of each agreement between a SUEZ WTS Analytical Instruments company ("Seller") and its customer ("Purchaser") for the sale of instruments ("Instruments") and any related services ("Services"). Such agreement and these Terms and Conditions are collectively referred to as the "Agreement".

1. **Proposals & quotations.** For avoidance of doubt, Seller may refrain from accepting any purchase order until completion of Seller's due diligence process for a new customer. Moreover, if concerns are identified by Seller during this process, Seller reserves the right, in Seller's sole discretion, to refuse any associated purchase orders pending Seller's resolution of such concerns. Any proposals or price quotations may be modified or withdrawn by Seller at any time prior to acceptance by Purchaser. All prices quoted by Seller are F.O.B. point of origin unless otherwise indicated. Any Services performed by Seller beyond those set forth in its proposal will be charged at Seller's then standard rates, plus expenses.
2. **Warranties.** Seller warrants for a period of twelve months after shipment that Instruments manufactured by Seller will conform in all material respects to any descriptions or specifications included in the Agreement and will be free of defects in materials and workmanship. If the Instruments are installed by Seller, the warranty will be extended to twelve months after the installation date or thirteen months after shipment, whichever occurs earlier. Any performance warranties set forth elsewhere in the Agreement shall be limited to twelve months unless otherwise indicated. Components and materials of the type that need replacement periodically due to normal wear and tear such as valves, reaction chambers, catalysts, and parts whose contact with sample streams renders them unsuitable for further use are warranted against defects only as of the shipment date, unless expressly stated otherwise. Warranties do not apply to damage or wear resulting from accidents, negligence, abuse, or misuse by Purchaser or third parties; from failure to follow Seller's instructions for installation, operation or maintenance; or from alterations or repairs not performed in accordance with Seller's instructions. Seller warrants that any Services will be performed in a good and workmanlike manner. Purchaser shall promptly notify Seller of any warranty claim, and Purchaser's sole remedy shall be (at Seller's election) the repair or replacement of defective Instruments, the correction of deficient Services, or the refund of payments made for such Instruments or Services. If Seller, at its discretion, chooses to repair an Instrument subject to a warranty claim, seller may install or otherwise utilize parts or components that are either new, refurbished, remanufactured, or reconditioned in connection with that repair. Similarly, if Seller chooses to supply Purchaser with a replacement Instrument in response to a warranty claim, the replacement Instrument may contain either new, refurbished, remanufactured, or reconditioned parts or components. Purchaser shall not return Instruments to Seller without Seller's prior permission. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT.
3. **Environmental Health and Safety.** Instruments must be installed to allow safe access and service by SUEZ employees per applicable regulatory requirements. Emergency egress, surrounding hazards and ergonomics should be considered, please contact the SUEZ Field Service Leader with questions prior to installation.
4. **Payment.** Seller's obligation to ship Instruments shall be subject to approval of all orders by Seller's credit department, and Seller may require full or partial payment in advance. All payment shall be made in full in lawful, free and unblocked U.S. Dollars. Payments not made within agreed upon terms will bear interest at the rate of 1.5 percent per month or, if lower, the maximum lawful rate. If Purchaser disputes any portion of an invoice, it shall notify Seller in writing with specificity and pay the undisputed portion within said 30-day period. Purchaser shall reimburse costs, including reasonable attorneys' fees, incurred by Seller to collect overdue amounts.
5. **Limitation of liability.** The aggregate liability of Seller and its affiliates and employees in connection with the Agreement and all Instruments and Services provided thereunder shall be limited to the amount actually paid by Purchaser to Seller for such Instruments or Services. Seller shall not be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits, loss of use, and claims by third parties.
6. **Export.** If Instruments are to be shipped to a point outside the U.S., Seller's obligation is subject to its ability to obtain, on acceptable terms, any applicable export licenses or permits.
7. **Inspection.** Purchaser or its designated representative shall be given a reasonable opportunity, upon request, to inspect Instruments, at Purchaser's cost, prior to their delivery to the carrier for shipment. Failure to make prompt inspection will be deemed a waiver of Purchaser's right of inspection.
8. **Taxes.** Purchaser shall pay all sales, use and excise taxes, customs duties, and similar taxes and governmental charges now or hereafter imposed on either party based on the sale, shipment or use of Instruments or the provision of Services.



**WTS Analytical Instruments, Inc.**  
6060 Spine Road Boulder, CO 80301

9. **Shipping, title & risk of loss.** Purchaser is responsible for all shipping costs and insurance except as expressly agreed in writing. Purchaser shall give Seller complete shipping instructions, in the absence of which Seller shall be entitled to select the carrier. Title and risk of loss shall pass to Purchaser upon delivery of Instruments to the carrier for shipment, although Purchaser grants Seller a security interest in all Instruments until Seller is paid in full.
10. **Export Import Regulations.** Purchaser will not, directly or through an intermediary, export any Instruments (including related technology and information) to any country that is subject to embargo or similar restrictions under U.S. Export Regulations (including but not limited to Cuba, Iran, Iraq, Libya and North Korea), or transfer them to a national of any such country or to any other person or company restricted from receiving them, or put them to a prohibited end use, or transfer them with knowledge or reason to believe that they are intended for a prohibited destination, recipient or use. If Purchaser exports Instruments from the U.S., then Purchaser assumes the sole responsibility to confirm that the technical regulations and standards for the importation of such Instruments into the applicable country of import are met.
11. **Force majeure.** Seller will not be responsible for any delays, damages or failures to perform due to circumstances beyond its reasonable control, including those caused by Purchaser. Seller's time for performance shall be extended by a period of time commensurate with the amount of delay caused by such circumstances.
12. **Patents.** Seller shall hold Purchaser harmless against any claims by third parties that Instruments manufactured by Seller infringe U.S. patents, provided that Purchaser gives Seller prompt notice of such claim, full authority to defend against such claim, and whatever assistance Seller reasonably requests. The foregoing obligation does not apply to claims related to Instruments based on designs and/or specifications provided by Purchaser, Purchaser's alteration of Instruments, Purchaser's use of Instruments for a purpose not intended by Seller, or Purchaser's use of Instruments in combination with goods not manufactured by Seller, in which cases Purchaser shall hold Seller harmless against any claims of patent infringement made against Seller. If Purchaser's use of the Instruments is enjoined, Seller within a reasonable period of time shall (at Seller's election) obtain rights for Purchaser's continued use of the Instruments, modify the Instruments so they are non-infringing, replace the Instruments with non-infringing Instruments, or refund the then fair market value of the Instruments (before taking into account the alleged infringement) upon return of the Instruments to Seller. Seller shall have no liability with respect to patents outside the U.S.
13. **Documents.** All documents furnished by Seller in connection with Instruments shall remain the property of Seller, and Purchaser warrants that they will not be used or disclosed except to enable Purchaser's installation, operation and maintenance of Instruments.
14. **Complete agreement.** These Terms and Conditions, together with any other contract documents signed by both parties (other than any terms on Purchaser's order that are inconsistent with these Terms and Conditions), constitute the entire agreement between the parties. The Agreement may be modified or amended only by a writing signed by an authorized representative of the party against which enforcement is being sought.
15. **Miscellaneous.** The Agreement is governed by the laws of The State of Colorado, U.S.A.



**Rockdale County, Georgia**

**By:** \_\_\_\_\_  
**Osborn Nesbitt, Sr., Chairman**  
**Date -** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Jennifer Rutledge, County Clerk**

**Approved As To Form:**

\_\_\_\_\_  
**M. Qader A. Baig, County Attorney**