



Quotation

Quote Number: 100061747v4

Use quote number at time of order to ensure that you receive prices quoted

Hach Company
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 06-Feb-2015

Quote Expiration: 30-Apr-2015

CITY OF HOLLYWOOD WWTP & LAB
1621 North 14th Ave
Hollywood, FL 33021

Name: Francois Domond
Phone: 954-921-3522
Email: fdomond@hollywoodfl.org

Sales Contact: Chris Bunch Email: cbunch@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty
WIMS Software License, Flve (5) Concurrent Users,			
		Hach WIMS™ with 5 concurrent users, 2 facility databases, 1 year of support (starts on ship date) MS SQL Server Support NOTE: Software ships and you will be contacted to initiate services (if applicable) within 6 working days of receipt of order.	
1	WM-MU	WIMS Multi User License with one concurrent user and one facility	1
2	WM-SW	WIMS base software for support contracts.	1
3	DMWIMS-SPT-BAS	WIMS yearly support contract - Basic support is 18% of overall software value	1
4	WM-MU-CONUSR	WIMS CONCURRENT USER LICENSE	4
5	WM-FACILITY	WIMS Additional Facilities	1
6	WM-DBSQLSERVER	WIMS for MS SQL Server DB	1
		WIMS Software Support for City of Hollywood (1 Years) • Includes software updates and upgrades, telephone technical support. NOTE:Yearly support cost for one year, based on City of Hollywood configuration is \$3,672/year.	
		Initial year of Support is provided at no additional cost	
7	DMWIMS-SPT-BAS	WIMS yearly support contract - Basic support is 18% of overall software value	1
		Hach LAB Cal for 2 Facilities (Sample Scheduling and Tracking)	
8	WM-MU-LABCAL	WIMS LABCAL SOFTWARE MODULE	1
9	WM-LABCAL-ADDL	WIMS LabCal Module Additional Facility	1
		"Hach Company agrees to refund the City of Hollywood \$5600 [PN WM-MU-LABCAL], which is for the LabCal software cost if the City determines and notifies Hach in writing that LabCal will not meet their requirements.	
		This offer expires 60 days after the onsite training and startup services are complete.	
10	WM-SCADA-INT	Two Standard SCADA Interfaces for Hach WIMS™: SCADA/Historian Interface Module connects to a single SCADA source	2
WIMS Implementation and On-site Training Services			
		WIMS Implementation and On-site Training Services	
11	DM_WIMS-HRLY	IIM Services	119
		Water Treatment Plant Implementation Services	
12	DM_WIMS-HRLY	IIM Services	76
		LAB Cal Setup includes input of 40 tests/analytes (methods), 20 samples (which includes scheduling), 10 personnel, chain of custody report, and certificate of analysis report.	

Line	Part Number	Description	Qty
13	DM_WIMS-HRLY	IIM Services	8
		4 Days - Onsite Training and Services	
		Installation Review • 1.5 days of Training - Basic, Advanced, and Admin • SCADA Interface installation, configuration and training. Up to 10 variables will be cross referenced. • LIMS Interface installation, configuration and training.	
14	DM_WIMS-OSS-TRN	Onsite Services – Project Manager	4
15	DM_WIMS-TRVLEXP	Travel Expenses	1
16	DM_WIMS-TRVLTME	Travel Time for personnel.	1
Grand Total			\$ 67,590.00

NOTES

Southern Regional WW Treatment Plant Implementation Services

Database Configuration, Report, and Data Entry Form development.

Typically includes (your Project Manager will finalize the scope of work based on your needs):

- Project Administration
- Consultation to gather information and determine specific needs to create a project plan.
- Remote Install Assistance (Requires high-speed Internet Access)
- Basic Variable setup - Adapting an industry standard list of parameters and calculations for your plant/system.
- Site specific calculation setup
- The Hach Project Manager will complete set up of the following regulatory reports (located in I:\SALES\PRESALES_PROJECTS\2013\City of Hollywood_FL):

- AA32A844.TIF (36 pages for WW)

- 1 standard format monthly KPI report with up to 10 user defined KPIs (key performance indicators)
- Predefined dashboard with 10 user defined KPI's and KPI graph set
- Migration of historical data
- 1 standard format yearly summary KPI report with up to 10 user defined KPIs
- Data Entry Form development including 1 Custom Data Entry Form and standard Monthly Data Entry Forms for all parameters

NOTES:

- Additional scope/work, billed at our standard labor rate, can be requested and will require a change order.

Water Treatment Plant Implementation Services

Database Configuration, Report, and Data Entry Form development.

Typically includes (your Project Manager will finalize the scope of work based on your needs):

- Project Administration
- Consultation to gather information and determine specific needs to create a project plan.
- Remote Install Assistance (Requires high-speed Internet access)
- Basic Variable setup - Adapting an industry standard list of parameters and calculations for your plant/system.
- Site specific calculation setup
- The Hach Project Manager will complete set up of the following regulatory reports (located in I:\SALES\PRESALES_PROJECTS\2013\City of Hollywood_FL)

- AA32A844.TIF (5 pages for WTP)

- Hollywood_org_20131108_111055 (6 Pages entry)

- 1 standard format monthly KPI report with up to 10 user defined KPIs (key performance indicators)
- Predefined dashboard with 10 user defined KPI's and KPI graph set
- 1 standard format yearly summary KPI report with up to 10 user defined KPIs
- Data Entry Form development including 1 Custom Data Entry Form and standard Monthly Data Entry Forms for all parameters

NOTES:

- Additional scope/work, billed at our standard labor rate, can be requested and will require a change order.

TERMS OF SALE

Freight: Ground Prepay and Add

FOB: Origin

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 counter offer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract.

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.
Freight Charge Schedule and Collect Handling Fees attached.
Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight.
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.
Standard lead time is 30 days

CLOSING

ORIGINAL QUOTE -

Q041514BG1

MODIFIED ON 11/10/2014

Sales Contact:

Name: Chris Bunch
Title: Regional Sales Manager
Phone: 800-227-4224
Email: cbunch@hach.com

Prepared By:

Name: Jackie Westover
Title: Field Sales Support Specialist
Phone: 800-227-4224, x6264
Email: jwestove@hach.com

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Hach Corporation (referred to as Seller).

MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

ACCEPTANCE AND SET-OFF

Except to the extent agreed upon in writing by Seller's CFO, all Goods and Services delivered in connection with the agreement will be deemed accepted upon delivery; and any set-off rights in the Agreement notwithstanding, Buyer shall bear the customary burden of proof with respect to any amounts invoiced by Seller but not paid by the invoice due date. This revision, however, shall not adversely impact any of Buyer's rights under Seller's warranties.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order. Any and all indemnification obligations imposed upon Seller are reduced to the extent that any otherwise covered claims or damages are caused by any of the following conduct of Buyer or any third party operating under Buyer's contract or control: (a) any act or omission constituting negligence, recklessness or lesser standard of conduct, (b) misuse, misapplication, or use of goods or services not in accordance with Seller's instructions, or (c) any violations of law.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated

limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

LIMITATION ON LIABILITY

THE TOTAL LIABILITY OF SELLER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE HEREUNDER OR ITS OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES SHALL IN NO CIRCUMSTANCE INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR SHALL THEY EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SELLER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SELLER'S WILLFUL MISCONDUCT.

WARRANTY

Seller's warranty shall be to the original Customer, and Seller warrants that the goods furnished will conform to the express written warranty pertaining to the specific Goods purchased. Warranties are not extended to consumable items such as, without limitation, reagents, batteries, mercury cells, light bulbs. All material shall be produced in accordance with Seller's standard practices. Seller warrants that any Services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the Services. All Services shall be performed in accordance with Seller's standard practices. If Seller breaches any warranty provided to the Buyer, and if the Buyer notifies Seller of such breach within 30 days following the end of the warranty period applicable thereto, Seller shall, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund all amounts paid by the Buyer to Seller for such nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY AND SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.