



**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2014 – 40**

DATE: August 25, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager 
David Willett, Director of Public Works 
SUBJECT: Council Resolution – General Fund/Lab Operations/Capital Equipment
2014 Flow Injection Analyzer and Ion Chromatograph Purchase

BACKGROUND

The Laboratory Services Division of the Public Works Department is responsible for analyzing drinking water and waste water samples for the City of Northglenn to ensure high quality water and regulatory compliance. Our current wet chemistry methods for nutrients and anions are time consuming and require substantial maintenance and reagents. The EPA continues to lower detection level requirements, which are difficult to obtain with our traditional wet chemistry methods. A Flow Injection Analyzer (FIA) and an Ion Chromatograph (IC) are advanced pieces of laboratory equipment that allow for very low detections of nutrients and anions in both drinking and waste water. These apparatus will allow Northglenn's Water Quality lab to perform Colorado State Regulation 85 and Regulation 31 analyses in-house, as well as several additional drinking and waste water parameters. These instruments will decrease staff time for analyses and maintenance, and increase efficiency, precision, and accuracy, while achieving very low detection limits. The data obtained with these new pieces of equipment will help treatment process decision-making, further enhancing the quality of water delivered to Northglenn residents, as well as to improve the WWTP operations and process control, and to protect aquatic life in our lakes and receiving streams. In addition, Northglenn's Water Quality lab will be able to stay current with advancing technology.

The original plan of the Northglenn lab staff was to purchase a combined FIA and IC unit from a particular manufacturer. After hands-on demonstrations and bids from alternative manufacturers, the lab staff did a great deal of research and reference checking and has determined that separate units from two manufacturers will provide the best quality products, with lower price, lower associated maintenance, and better customer service. Staff believes this combination purchase is the best approach to adding the equipment to our lab.

On June 3, 2014, the City received 4 bids for the FIA w/ IC. The bid chosen for the Flow Injection Analyzer is Timberline Instrument's TL-2800 at a bid price of \$23,950.00 with an optional upgrade to a larger, more suitable autosampler bringing the total of the FIA to \$26,675.00. The bid chosen for the Ion Chromatograph is Thermo Electron's ICS-1100 at a bid price of \$29,911.28.

Note that final bid pricing of Timberline Instruments and ThermoElectron (see Bid Summary: Total for all Items) includes add-on options and training costs.

BUDGET IMPLICATIONS

The 2014 adopted Public Works Department/Lap Operations/Capital Equipment budget has allocated a total of \$72,000 for the purchase of these laboratory instruments. The total cost of purchase for both items (with the

August 25, 2014
Flow Injection Analyzer

auto sampler upgrade) is \$56,586.28. This is more than \$15,000.00 under budget and over \$8,000.00 less than the combined unit competitive bid.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would allow the City Manager to issue a Purchase Order to **Timberline Instruments** in the amount of **\$26,675.00** for the purchase of a TL-2800 with accessories, and to **Thermo Electron North America LLC** in the amount of **\$29,911.28** for the purchase of an ICS-1100 with accessories.

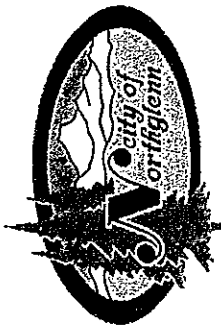
Staff recommends approval of this Resolution.

STAFF REFERENCE

Ray Reling – PW Superintendent for Utilities rreling@northglenn.org or 303.450.4049
Evelyn Rhodes – Lead Laboratory Analyst erhodes@northglenn.org or 303.450.4074

ATTACHMENTS

- Bid Summary – IFB 2014-13 FIA w/ IC
- Quotations from Timberline Instruments and Thermo Electron



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: IFB 2014-13
Flow Injection Analyzer with Ion Chromatograph (FIA)
BID NAME: w/C
DEPARTMENT: Public Works

	ThermoFisher Scientific	Timberline Instruments, Inc.	Hoch Company	ThermoFisher (Thermo Electron NA)
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 06/03/14	DATE: 5/23/14	DATE: 5/30/14	DATE: 6/2/14	DATE: 6/3/14
TIME: 2:00 p.m. MST	TIME: 7:30am	TIME: 2:37pm	TIME: 3:44pm	TIME: 10:51am
Addendum	NO	Yes	Yes	Yes
Flow Injection Analyzer (Total Cost) Item 1	N/A	\$18,500.00	\$36,766.00	N/A
Ion Chromatograph (Total Cost) Item 2	N/A	N/A	\$18,093.00	\$28,311.00
Total for All Items	\$37,748.93	\$23,950.00	\$64,590.00	\$29,911.28

BASE
BASE

LINE ITEM TOTALS INCLUDE ADD-ONS AND TRAINING

26,750⁰⁰ = LARGER UNIT

Becky Mohr
Finance

Cristo Mondak
CITY CLERK, Deputy

06/03/2014
DATE

5/30/14

2:37p.m

INVITATION FOR BID

PROJECT NAME: FLOW INJECTION ANALYZER WITH ION CHROMATOGRAPH
BID NUMBER: IFB-2014-13

Bids Due
Date: June 3, 2014
Time: 2:00 pm



PREPARED BY CITY OF NORTHGLENN PUBLIC WORKS DEPARTMENT
11701 Community Center Drive
Northglenn, CO 80233

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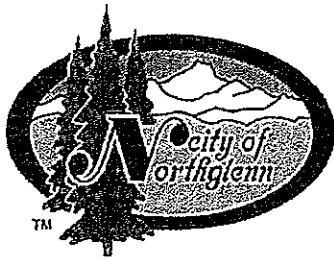
VOLUME 1

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

INVITATION FOR BID
INSTRUCTION TO BIDDERS
BID FORM
BID SUMMARY
PO AGREEMENT
ADDENDUM

DIVISION 01 – GENERAL SPECIFICATIONS

SPECIFICATIONS



BID NO IFB-2014-13

ISSUE DATE May 7, 2014

INVITATION FOR BID (IFB) COVER SHEET

BID TITLE: Flow Injection Analyzer with Ion Chromatograph (FIA w/ IC)

SUBMISSION DEADLINE: 2:00 PM on June 3, 2014

LOCATION: City Clerk's Office
11701 Community Center Dr
Northglenn CO 80233
bids@northglenn.org
www.govbids.com

CONTACT: Evelyn Rhodes

EMAIL: erhodes@northglenn.org

PHONE: 303-450-4074

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website at:
<http://govbids.com/scripts/co1/public/home1.asp>.

MANDATORY

PREBID CONFERENCE: None

DATE & TIME: n/a at _____

LOCATION: n/a

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that he/she is familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

PRINT OR TYPE YOUR INFORMATION

Company Timberline Instruments, Inc. Fax Number 303-440-8786
Address 1880 South Flatiron Ct., Unit 1 City, State Zip Boulder, CO 80301
Contact Person Sara Bury Title Engineer
Email awtimber@t-line.com Phone 303-440-8779
Signature *Sara E. Bury*
Print name Sara E. Bury

sealed envelope labeled with the words **IFB – 2014-13**. The bid shall be submitted to the City of Northglenn, Office of the City Clerk, 11701 Community Center Drive, Northglenn, Colorado 80233-8061.

10. **WITHDRAWAL:** A vendor may withdraw his bid at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form and must be received in the Offices of the City Clerk prior to the closing date and time.
11. **IRREVOCABILITY:** Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In addition, all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any bid and return any bonds, if applicable, prior to the 90 days.
12. **LATE BIDS:** Any Bids received after the final date and time for receipt of Bids will not be accepted and will be unopened and discarded without being considered.
13. **SIGNATURES OF VENDORS:** Each vendor shall sign his bid using his legal signature and giving his full business address. The person signing the bid must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A bid by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
14. **OPEN RECORDS ACT:** Notwithstanding any language contained in a bid to the contrary, all bids submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and, as such, will be kept confidential to the extent provided by law.
15. **SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered as the City is exempt from payment of such taxes.
16. **MISTAKES IN BIDDING INSTRUCTIONS:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate bid with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the bid form or in performing the contract.
17. **BID RESULTS:** Vendors desiring to know bid results must enclose a self-addressed, stamped envelope with their bid. A bid summary sheet will be mailed after the bid opening. No bid results will be given over the telephone. Vendors attending the bid opening will receive a copy of the results after the opening of the bids. A copy of the bid tabulation will be available for viewing on the Rocky Mountain E-Purchasing website.
18. **ACCEPTANCE OF BID:** It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the bid which appears to be in the City's best interest.
19. **APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria.

Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.

- 20. DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.
- 21. CONTRACT NEGOTIATIONS:** If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose bid is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this IFB or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all bids and re-bid.

BID FORM

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

BID: Pursuant to the "advertisement for bids" for the above named project, and being familiar with all contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of Timberline Instruments, Inc. (hereinafter called **BIDDER**) organized and existing under the laws of the State of Colorado doing business as a corporation *. To the **CITY OF NORTHGLENN** (hereinafter called **CITY**). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform **WORK** on

Flow Injection Analyzer with Ion Chromatograph - IFB-2014-13

in strict conformance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this **BID**, each **BIDDER** certifies, and in case of a joint **BID** each party thereto certifies as to his own organization that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** as indicated in the General Conditions.

BIDDER acknowledges receipt of the following **ADDENDUM**:

I received the Addendum. *Sara C. Bury*

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Sub-contractors (if any): Work they will perform:

- 1. None Email: _____
- 2. _____ Email: _____
- 3. _____ Email: _____

Please provide a complete and accurate list of at least three references and contact phone numbers:

- 1. City of Boulder Public Works - Kurt Keilbach Phone: 303-413-7359
Email: KeilbachK@bouldercolorado.gov
- 2. Denver Water - Bruce Hale Phone: 303-628-5991
Email: Bruce.Hale@denverwater.org
- 3. Portland Water Bureau - Richard Martin Phone: 503-823-4907
Email: Richard.Martin@portlandoregon.gov

Respectfully submitted,

Sara C Bunn
Signature

(Seal, if Proposal is by a Corporation)

1880 South Flatiron Ct., Unit I, Boulder, CO 80301
Address

Engineer
Title

5/30/14
Date

Sara C Bunn
Attest

License Number
(If Applicable Signature)
303-440-8779
Phone Number

PURCHASE ORDER TERMS AND CONDITIONS

- 1 **Offer/Acceptance:** If the purchase order (PO) refers to your bid or proposal, then this PO is an ACCEPTANCE of your OFFER TO SELL in accordance with the terms and conditions of the IFB/PRF, as stated in your bid. If no bid or proposal is reference, this PO is an OFFER TO BUY, subject to your acceptance, which must be demonstrated by either your performance of this PO or by a formal acknowledgment in writing. Any COUNTER-OFFER TO SELL is automatically construed as a CANCELLATION of this PO unless a charge order is issued accepting a counter-offer. In the event vendor form(s) or part(s) of forms are included, in, or as an attachment to, my bid, proposal, offer, acknowledgment, or otherwise, vendor agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document and this PO shall supersede and control over those contained in vendor's form(s) regardless of any statement to the contrary in such form(s). Unless the purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms, and conditions on vendor forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.
- 2 **Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Bidders must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.
- 3 **Changes.** Vendor agrees to furnish products and/or services in strict accordance with the specifications, and at the price set forth for each item. Nothing in this PO may be added to, modified, superseded or otherwise altered except in writing signed by a authorized representative of the city and acknowledgment of a written change order to this PO.
- 4 **Delivery.** Unless otherwise specified in the solicitation or in this PO Delivery shall be FOB destination. In its acceptance of any quotation offer, the city is relying on the promised delivery date, installation, or service performance as material and base to its acceptance. In the event of vendor's failure to deliver or perform as and when promised, the city reserves the right to cancel its order, or any part thereof, without prejudice to its other rights, and vendor agrees that the city may return all or part of any shipment so made and may charge vendor with any loss or expense sustained as a result of failure to deliver or perform as promised. Time is of the essence.
- 5 **Rights in Data, Documents, Computer Software or Other Intellectual Property.** Unless otherwise agreed in writing, any software, research, reports, studies, data, photographs, negatives or other documents, drawing or materials delivered by vendor in the performance of its obligations under this PO shall be the exclusive property of the State. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
- 6 **Quality.** The State will be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.
- 7 **Warranties.** All provisions and remedies of the Uniform Commercial Code ("UCC") relating to both implied and expressed warranties are herewith referred to and made a part hereof and are in addition to any warranties stipulated in the specifications.
- 8 **Inspection and Acceptance.** Final acceptance is dependent upon completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements, the city may exercise all of its rights, including those provided in the UCC. The city reserves the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this clause included services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform with PO requirements, the agency may require vendor to perform the services again in conformity with PO requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the city may 910 require vendor to take necessary action to ensure that the future performance conforms to PO requirements and (ii) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the agency in the termination provisions of this PO, or remedies otherwise available at law or in equity.
- 9 **Taxes.** The City of Northglenn, as a purchaser, is exempt from all federal and state taxes under Chapter 32 of the Internal Revenue Code (No S4-0592083) and from all State and local government use taxes (CRS 39-25-1-1(a) and 203, as amended). Tax exempt number for the city is 98-03556.
- 10 **Prompt Payment.** In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.
- 11 **Indemnification.** The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.
- 12 **Independent Contractor.** Vendor shall perform its duties hereunder as an independent contractor and not as an employee neither vendor nor any agent or employee of vendor shall be or shall be deemed to be an agent or employee of the City. Vendor shall pay when due all required employment taxes and income tax withholding including all federal and state income tax and local head tax on any monies paid pursuant to this PO. Vendor shall provide and keep in force, and show proof of upon request, Workers' Compensation and Unemployment Compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

- 13 **AMERICANS WITH DISABILITIES ACT OF 1990.** The City of Northglenn does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services. It shall be a condition of the City of Northglenn that any company, firm or corporation supplying goods or services either by contract or purchase order must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted and from time to time amended and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City of Northglenn.
- 14 **Insurance.** Vendor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Vendor. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Vendor shall not be relieved of any liability, claims, demands, or other obligations by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Vendor shall provide proof of insurance if requested. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
- 15 **Termination.** This Agreement shall terminate at such time as the work or the merchandise is completed and the requirements of this PO are satisfied, or upon the City's providing Vendor with seven (7) days advance written notice, whichever occurs first. In the event the PO is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Vendor for all work previously authorized and completed prior to the date of termination. If however, Vendor has substantially or materially breached the standards and terms of this PO, the City shall have any remedy or right of set-off available at law and equity. If the PO is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City hereafter shall be at the City's sole risk, unless otherwise consented to by Vendor.
- 16 **Funds Availability.** Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
- 17 **Choice of Law.** This PO is made in and the laws of the State of Colorado shall govern, in connection with the formation, performance and the legal enforcement of, this PO. Unless otherwise specified in the solicitation or this order, venue for any judicial action arising out of or in connection with this PO shall be in State of Colorado, Adams County District Court, Vendor shall exhaust administrative remedies in CRS 24-109-106, as amended, prior to commencing any judicial action against the City.
- 18 **Uniform Commercial Code.** All references in this PO to the ICC shall mean the ICC as adopted by the State of Colorado at Title 4, Colorado Revised Statutes, as amended.
- 19 **Non-discrimination.** Vendor agrees to comply with the letter and spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
- 20 **Public Contracts for Services.** CRS 88-17.5-101. (Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services). Contractor certifies, warrants and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS 88-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 88-17.5-102(5) by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting City, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision of CRS 88-17.5-101 et seq., the contracting City may terminate this contract or PO for breach and, if so terminated, Contractor shall be liable for damages.
- 21 **Public Contracts with Natural Persons.** CRS 24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal laws; (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

BID SUMMARY

Timberline Instruments, Inc.

(Vendor Name)

Hereby submits to the City of Northglenn, Colorado the following bid items, complete and in place, as specified for the:

Flow Injection Analyzer with Ion Chromatograph - **IFB-2014-13**

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Flow Injection Analyzer	1	Ea	\$ 18500.00	\$ 18500.00
2	Ion Chromatograph	0		\$ 0.00	\$ 0.00
3	Autosampler	1	Ea	\$ 3400.00	\$ 3400.00
4	Computer hardware/software	Included		\$ 0.00	\$ 0.00
5	Manifolds:	Included		\$ 0.00	\$ 0.00
6	Consumables <small>Standard & high sensitivity membrane, pump tubing, zinc cartridges.</small>	1	Ea	\$ 1375.00	\$ 1375.00
7	Other <small>- Installation and training - Optional monitor, keyboard, & mouse.</small>	1		500.00	500.00
		1	Ea	175.00	175.00

TOTAL FOR ALL ITEMS \$23,950.00

TOTAL IN WORDS Twenty three thousand nine hundred fifty

Please also provide in this bid summary a list of instrument detection limits for at least those analytes mentioned in Section III of the bid specifications:

Analyte	Detection Limit
Ammonia, standard membrane	0.05 ppm
Ammonia, high sensitivity membrane	0.01 ppm
Nitrate/Nitrite, standard membrane	0.05 ppm
Nitrate/Nitrite, high sensitivity membrane	0.01 ppm



P.O. Box 20356
Boulder, CO 80308

Quotation

Date	Quotation #
5/30/2014	053014.1

Name / Address
City of Northglenn 2350 W. 112th Ave. Northglenn, CO 80234

LARGER UNIT

Item	Description	Qty	Cost/Rate	Total
2800	Model TL-2800 Single Channel Ammonia and Nitrate Analyzer, 120 VAC, 50/60 Hz System Includes: - 4 channel peristaltic pump - Single channel diffusion module - Reagent plumbing manifold - Integrated computer and data acquisition system	1	18,500.00	18,500.00
Installation & Trai...	One day (on-site) system installation and training.	1	500.00	500.00
2702	Autosampler Options: Timberline 22 Position Autosampler		3,400.00	3,400.00
2712	Cetac ASX-260 Autosampler, 120 Tube, 120/240VAC		6,125.00	6,125.00
2050	Recommended Consumables: Standard Sensitivity Membrane	1	395.00	395.00
2010	High Sensitivity Membrane (optional)		600.00	600.00
2082	Peristaltic Pump Tubing, 1.02mm ID, 12/pkg	3	60.00	180.00
2083	Peristaltic Pump Tubing, 1.42mm ID, 12/pkg	1	60.00	60.00
2001	Zinc Reduction Cartridge, 10/pkg	1	140.00	140.00
Accessories	Optional Accessories: Monitor, keyboard, and mouse		175.00	175.00
				26,675

1. Price does not include delivery.
2. Quote is valid 90 days from above.
3. One year warranty on system, parts and labor.
4. 2% discount if payment is received within 10 days of delivery (excludes shipping).
5. Made in the USA.

Phone #	Fax #	E-mail
(303) 440-8779	(303) 440-8786	info@t-line.com



11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233-8061
Fax 303-450-8708

CITY OF NORTHGLENN

**FLOW INJECTION ANALYZER WITH ION CHROMATOGRAPH
BID NO. IFB-2014-13**

ADDENDUM NO. ONE TO BID IFB-2014-13

DATED: May 21, 2014

TO: BIDDERS

The following adds to, supplements, amends or clarifies by way of explanation, portions of the Contract Documents, Specifications, and Drawings for the above named project.

NOTE: It will be the responsibility of the Bidder to acknowledge receipt of Addenda on the Bid Form as part of his/her submitted proposal. Failure to do so will be grounds for the City to reject the proposal. Contractor to submit their bid on the updated bid summary attached.

The Contract Documents, including the Specifications and Drawings are hereby modified by the following items:

SPECIFICATIONS

Specifications for Flow Injection Analyzer with Ion Chromatograph
City of Northglenn Water Treatment Plant Laboratory
March 20, 2014

Overview:

The City of Northglenn Water Treatment Plant Laboratory will install a Flow Injection Analyzer with Ion Chromatograph (FIA w/IC) to enhance water quality monitoring, optimize waste water process control, and ensure current and future compliance with State and Federal regulations for both Drinking and Waste water. Expected functional lifetime of the FIA/IC will be at least 10 years. The system shall include all hardware, software, manuals, training, installation, and initial supply of necessary reagents. The installed system must meet or exceed the following specifications.

I. Hardware

1. The analyzer must operate on the principle of Flow Injection Analysis for sample introduction and chemistry determinations. Additionally, an Ion Chromatograph must be included to determine anions.
2. The system should use a multi-port injection valve for sample introduction.
3. The FIA should have individual manifolds available for Nitrate, Nitrite, Ammonia, Total Nitrogen, Cyanide. The system should be upgradable to incorporate additional manifolds as needed.
4. The system must include automatic leak detection hardware that communicates through software and is able to automatically stop pumping and shutdown if a leak is detected.
5. The flow injection system should provide quick start up, changeover, and shut down times.
6. The system should include a column-suppressed high-pressure ion chromatograph. The IC unit should operate simultaneously and independently of the FIA and have shared sampler, pump, electronics, and data station.
7. The system must have an automatic dilutor as an optional upgrade, with the ability to prepare working standards from a stock solution.
8. The system must provide software controlled heaters for any heated methods. Heaters must have the ability to pause the system until they reach programmed setpoints.
9. The instrument must have high-performance injection valves and seal mechanisms for tubing connections.
10. The instrument must be able to run in manual mode without the autosampler.
11. The autosampler must have random sampling access with capacity to hold at least 50 samples in addition to calibration and QA samples. The autosampler must have a removable drip tray and complete inter-sample washout.
12. A peristaltic pump must be supplied with a minimum of 12 pump positions.
13. The system must have a 2-cm flow path length detector.
14. The system must accommodate ion selective electrodes and conductimetric detection.
15. The system must have USB 1.1/2.0 communication interface.
16. The system must be suitable for both drinking water and waste water analysis, with methods approved by USEPA, under 40 CFR 136.
17. The instrument upkeep and maintenance must be easily performed by lab staff.
18. The system must include a PC running Windows 7, 8, 2000 or XP, and all necessary software and printer.

19. Instrument must have a disposable or regeneratable cadmium column for nitrate/nitrite determination.
20. The vendor should be able to supply prepared reagents for USEPA approved methods, and include a guaranty of quality.
21. The chemistry manifolds must not require compressed gas connections.

II. Software

1. The software included must be user-friendly and versatile.
2. The system must have a unified computing environment for both FIA and IC.
3. The system must have high quality data management and archive capabilities.
4. The system should be compatible with Tribal LDMS.
5. The software must have the following peak integration tools: threshold; manual integration/baseline; valley-valley; horizontal baseline; air spike rejection for FIA peaks.
6. The software must automatically store with the data the method and instrument conditions under which the data was acquired, for later re-analysis.
7. The software must allow re-analysis of the calibration curve by deleting one or more calibration data points and must allow the operator to try various calibration fits.
8. The software should include user-friendly data quality management with the capability of defining and monitoring QC/QA protocols with automated alerts when outside of specifications.
9. Software maintenance revisions must be free of charge.
10. Software must perform simultaneous instrument control, data acquisition, and report generation.

III. Performance Specifications

1. The system must be able to meet method detection limits of 0.05 mg/L for ammonia and 0.02 mg/L for nitrite for the expected life of the instrument. Please include detection limits on Bid Summary.
2. Samples should be processed with high throughput methods, with baseline resolution to within 1% of full scale over a dynamic range of two orders of magnitude.
3. Photometric detectors must operate in the range of 340 nm to 880 nm.
4. The system must use digital detection systems and have 24-bit or greater resolution.
5. The system must have at least 0.50% accuracy and reproducibility.

IV. Installation and Training

1. System should be installed and completely operational before training begins, with quick delivery and installation turn-around time from acceptance.
2. System must be installed on-site with laboratory staff involved with process. An initial supply of operating supplies and consumables should be provided, as well as a tool kit for routine maintenance.
3. All instrument and methods manuals, which include preventive maintenance and troubleshooting, must be included at time of installation.

4. A minimum of 1 full day (8-hour) of training for each major unit (FIA and IC) for all laboratory staff must be included and incorporate theory, procedures, method development, basic maintenance, and software use.
5. Continued training opportunities should be offered by vendor.
6. Educated and experienced support/field staff must be available (via phone or email) with timely response for any staff inquiries.

V. References

1. Provide at least 3 verifiable, productive users of system (or similar):
 - a. waste water or certified laboratory preferred.
 - b. Colorado or nearby states preferred.

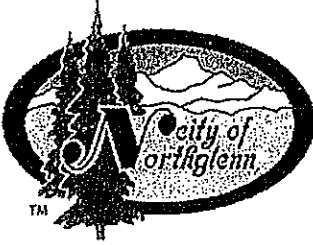
VI. Warranty and PM

1. Instrument and all ancillary equipment must be covered by a minimum of one year warranty, which covers all parts, labor, and travel. Warranty begins after installation.
2. Preventive maintenance must be included for first year.
3. A complete service contract must be available at end of warranty covering all parts of system and preventive maintenance.
4. A full refund must be available if system does not meet specifications and performance expectations during first year of operation.

VII. Other Considerations

1. Vendor may include the cost of additional (optional) accessories.
2. Vendor will include cost of consumables associated with methods desired.
3. Preferred vendor holds place of business in Northglenn, or next preferred in Colorado.
4. Vendor will provide a complete bid including delivery, installation, training, and initial support.
5. Vendor should inform staff of any pre-installation requirements for the instrument site, as well as ensure cleanliness and reimbursement for any damages incurred during installation.
5. Each specification will be scored 0-4 by each laboratory staff member, weighted and averaged, based on desired performance expectations or information provided (or not provided) by vendor. Instrument will then be selected based on highest overall score.

6/3/14
10:51AM



BID NO IFB-2014-13

ISSUE DATE May 7, 2014

INVITATION FOR BID (IFB) COVER SHEET

BID TITLE: Flow Injection Analyzer with Ion Chromatograph (FIA w/ IC)

SUBMISSION DEADLINE: 2:00 PM on June 3, 2014

LOCATION: City Clerk's Office
11701 Community Center Dr
Northglenn CO 80233
bids@northglenn.org
www.govbids.com

CONTACT: Evelyn Rhodes

EMAIL: erhodes@northglenn.org

PHONE: 303-450-4074

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website at:
<http://govbids.com/scripts/col/public/home1.asp>.

MANDATORY PREBID CONFERENCE: None

DATE & TIME: n/a at

LOCATION: n/a

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that he/she is familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

PRINT OR TYPE YOUR INFORMATION

Company Thermo FISHER (Thermo Electron N.A.) Fax Number _____
Address 22064 Dayslan Dr (Local) City, State Zip _____
Contact Person Sheldon HENDERSON Title Technical Sales Rep
Email Sheldon.HENDERSON@thermofisher.com Phone 303-810-8944
Signature [Handwritten Signature]
Print name Sheldon HENDERSON

→ 1400 Northpoint Pky
Ste 50
West Palm Beach FL
33407-1976

INSTRUCTIONS TO BIDDERS

1. **BID NO:** IFB-2014-13

2. **BID TITLE:** FIA w/ IC

3. **PURPOSE OF SOLICITATION:**

The City of Northglenn Water Treatment Plant Laboratory will install a Flow Injection Analyzer with Ion Chromatograph to enhance water quality monitoring, optimize waste water process control, and ensure current and future compliance with State and Federal regulations for both Drinking and Waste water.

4. **SCHEDULE OF ACTIVITIES:** The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change at the City's discretion.

<u>May 7, 2014</u>	<u>Issue Date</u>
<u>May 16, 2014</u>	<u>Question Period Ends</u>
<u>May 21, 2014</u>	<u>Addendum Issuance</u>
<u>June 3, 2014 at 2:00 pm</u>	<u>Bid Opening</u>
<u>July 2014</u>	<u>PO Issued</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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5. **BID SUBMITTAL REQUIREMENTS:** Vendors must provide the following information:

- **Cover Sheet:** Include the completed Cover Sheet.
- **Prices:** Prices must be provided on the forms provided. The vendor shall not alter forms (e.g. add or modify categories for posting prices offered) unless expressly permitted to do so. No other form shall be accepted.
- **Submission Timeline:** It is the responsibility of the submitting vendors to ensure timely receipt by the City. The City reserves the right to reject any late submittals. Bids must be received no later than 2:00 PM on June 3, 2014.

6. **INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:** Wherever the word "contract" appears, it shall be held to include all the documents as listed. No less than all of the parts of the contract documents shall constitute the formal contract. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of specifications, schedules, or information sheets or the proposed contract documents, he may submit to the project manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the City.

7. **TERMS AND CONDITIONS:** As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Invitation for Bid, each vendor's bid and to the negotiations, if any, of any said contract. Submission of a bid in response to this IFB indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.

8. **BIDDER EXPENSES:** The City of Northglenn will not be responsible for any expenses incurred by any vendor in preparing and submitting an offer.

9. **BID:** All bids must be made on the forms provided. No alterations in bids or in the printed forms thereof, by erasures, deletions, or interpolations will be acceptable unless each alteration is signed or initialed by the vendor. If initialed, the City may require the vendor identify the alteration so initialed. If mailed or delivered, each bid must be enclosed in a

sealed envelope labeled with the words **IFB – 2014-13**. The bid shall be submitted to the City of Northglenn, Office of the City Clerk, 11701 Community Center Drive, Northglenn, Colorado 80233-8061.

- 10. WITHDRAWAL:** A vendor may withdraw his bid at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form and must be received in the Offices of the City Clerk prior to the closing date and time.
- 11. IRREVOCABILITY:** Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In addition, all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any bid and return any bonds, if applicable, prior to the 90 days.
- 12. LATE BIDS:** Any Bids received after the final date and time for receipt of Bids will not be accepted and will be unopened and discarded without being considered.
- 13. SIGNATURES OF VENDORS:** Each vendor shall sign his bid using his legal signature and giving his full business address. The person signing the bid must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A bid by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
- 14. OPEN RECORDS ACT:** Notwithstanding any language contained in a bid to the contrary, all bids submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and, as such, will be kept confidential to the extent provided by law.
- 15. SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered as the City is exempt from payment of such taxes.
- 16. MISTAKES IN BIDDING INSTRUCTIONS:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate bid with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the bid form or in performing the contract.
- 17. BID RESULTS:** Vendors desiring to know bid results must enclose a self-addressed, stamped envelope with their bid. A bid summary sheet will be mailed after the bid opening. No bid results will be given over the telephone. Vendors attending the bid opening will receive a copy of the results after the opening of the bids. A copy of the bid tabulation will be available for viewing on the Rocky Mountain E-Purchasing website.
- 18. ACCEPTANCE OF BID:** It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the bid which appears to be in the City's best interest.
- 19. APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria.

Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.

20. **DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.
21. **CONTRACT NEGOTIATIONS:** If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose bid is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this IFB or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all bids and re-bid.

BID FORM

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

BID: Pursuant to the "advertisement for bids" for the above named project, and being familiar with all contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of Thermo Fisher (Thermo Electron) (hereinafter called BIDDER) organized and existing under the laws of the State of _____ doing business as LLC *. To the CITY OF NORTHGLENN (hereinafter called CITY). In compliance with your advertisement for bids, BIDDER hereby proposes to perform WORK on

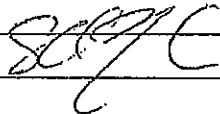
IFB 2014-13

in strict conformance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in case of a joint BID each party thereto certifies as to his own organization that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT as indicated in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM: Addendum # 1



*Insert "a corporation", "a partnership", or "an individual" as applicable.

Sub-contractors (if any): Work they will perform:

- 1. N/A Email: _____
- 2. to Email: _____
- 3. _____ Email: _____

Please provide a complete and accurate list of at least three references and contact phone numbers:

- 1. James McCutchan CU Boulder. Phone: 303-492-5192
Email: JAMES.McCutchan@Colorado.Edu.
- 2. Richard Clinkscale Test America Phone: 303-421-6611
Email: RICHARD.CLINKSCALE@TestAmerica.com
- 3. David Reasoner City of Amarillo Phone: 806-342-1524
Email: DAVID.REASONER@Amarillo.Gov.

Respectfully submitted,

[Signature]

Signature

(Seal, if Proposal is by a Corporation)

22064 Daystar Dr

Address

Pauber
CO 80138

Technical Sell Rep

Title

JUNE 3, 2014

Date

Attest

License Number
(If Applicable Signature)

303-810 89441

Phone Number

BID SUMMARY

(Vendor Name)

Hereby submits to the City of Northglenn, Colorado the following bid items, complete and in place, as specified for the:

Flow Injection Analyzer with Ion Chromatograph

IFB-2014-13

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Flow Injection Analyzer	N/A	0	\$ 0	\$ 0
2	Ion Chromatograph	1	ICS 1100	\$ 28,311	\$ 28,311
3	Autosampler	1	ASDV	\$ Included	\$ Included
4	Computer hardware/software	1	Dell	\$ Included	\$
5	Manifolds:	N/A		\$ -	\$
6	Consumables	column etc		\$ Included	\$
7	Other	1	IC Tray	\$ 1600	\$ 1600

TOTAL FOR ALL ITEMS 29,911²⁸

TOTAL IN WORDS Twenty Nine Thousand Nine Hundred Eleven
and 28/100

Please also provide in this bid summary a list of instrument detection limits for at least those analytes mentioned in Section III of the bid specifications:

Analyte	Detection Limit
Nitrate	MCL 0.01 ppm
Nitrite	MCL 0.01 ppm

PURCHASE ORDER TERMS AND CONDITIONS

1. **Offer/Acceptance:** If the purchase order (PO) refers to your bid or proposal, then this PO is an ACCEPTANCE of your OFFER TO SELL. In accordance with the terms and conditions of the RFP/RFP, as stated in your bid. If no bid or proposal is received, this PO is an OFFER TO BUY, subject to your acceptance, which must be demonstrated by either your performance of this PO or by a formal acknowledgment in writing. Any COUNTER-OFFER TO SELL is automatically construed as a CANCELLATION of this PO unless a change order is issued accepting a counter-offer. In the event vendor form(s) or part(s) of forms are included, in or as an attachment to, any bid, proposal, offer, acknowledgment, or otherwise, vendor agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document and this PO shall supersede and control over those contained in vendor's format regardless of any statement to the contrary in such format(s). Unless the purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms, and conditions on vendor forms regarding choice of law, venue, warranty disclaimer or exclusion, underidentification or limitation of liability shall be of no effect.

2. **Safety Information:** All chemicals, equipment and materials proposed and/or used in the performance of this PO must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Bidders must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. **Changes:** Vendor agrees to furnish products and/or services in strict accordance with the specifications, and at the price set forth for each item. Nothing in this PO may be added to, modified, superseded or otherwise altered except in writing signed by a n authorized representative of the city and acknowledgment of a written change order to this PO.

4. **Delivery:** Unless otherwise specified in the solicitation or in this PO Delivery shall be FOB destination. In its acceptance of any quotation offer, the city is relying on the promised delivery date, installation, or service performance as material and basic to its acceptance. In the event of vendor's failure to deliver or perform as and when promised, the city reserves the right to cancel its order, or any part thereof, without prejudice to its other rights, and vendor agrees that the city may return all or part of any shipment as made and may charge vendor with any loss or expense sustained as a result of failure to deliver or perform as promised. Time is of the essence.

5. **Rights in Data, Documents, Computer Software or Other Intellectual Property:** Unless otherwise agreed in writing, any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials delivered by vendor in the performance of its obligations under this PO shall be the exclusive property of the State. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivativ works, or otherwise use the works.

6. **Quality:** The State will be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.

7. **Warranties:** All provisions and remedies of the Uniform Commercial Code (UCC) relating to both implied and express warranties are herewith referred to and made a part hereof and are in addition to any warranties stipulated in the specifications.

8. **Inspection and Acceptance:** Final acceptance is dependent upon completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements, the city may exercise all of its rights, including those provided in the UCC. The city reserves the right to inspect services provided under this PO in all reasonable times and places "services" as used in this clause included services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform with PO requirements, the agency may require vendor to perform the services again in conformity with PO requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the city may (i) require vendor to take necessary action to ensure that the future performance conforms to PO requirements and (ii) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the agency in the termination provisions of this PO, or remedies otherwise available at law or in equity.

9. **Taxes:** The City of Northglenn, as a purchaser, is exempt from all federal and state taxes under Chapter 32 of the Internal Revenue Code (No. 84-0592083) and from all State and local government use taxes (CRS 39-25-1(a) and 203, as amended). Tax exempt number for the city is 98-03336.

10. **Prompt Payment:** In the event payment for services rendered has not been made within thirty-five (35) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement upon receipt of payment in full for services rendered. Consultant will continue with all authorized services.

11. **Indemnification:** The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.

12. **Independent Contractor:** Vendor shall perform its duties hereunder as an independent contractor and not as an employee neither vendor nor any agent or employee of vendor shall be or shall be deemed to be an agent or employee of the City. Vendor shall pay when due all required employment taxes and income tax withholding including all federal and state income tax and local land tax on any monies paid pursuant to this PO. Vendor shall provide and keep in force, and show proof of upon request, Workers' Compensation and Unemployment Compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

13. **AMERICANS WITH DISABILITIES ACT OF 1990:** The City of Northglenn does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services. It shall be a condition of the City of Northglenn that any company, firm or corporation supplying goods or services either by contract or purchase order must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted and from time to time amended and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City of Northglenn.

14. **Insurance:** Vendor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Vendor. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Vendor shall not be relieved of any liability, claims, demands, or other obligations by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Vendor shall provide proof of insurance if requested. Workers' compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this paragraph. Commercial general liability insurance with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

15. **Termination:** This Agreement shall terminate at such time as the work or the merchandise is completed and the requirements of this PO are satisfied, or upon the City's providing Vendor with seven (7) days advance written notice, whichever occurs first. In the event the PO is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Vendor for all work previously authorized and completed prior to the date of termination. If, however, Vendor has substantially or materially breached the standards and terms of this PO, the City shall have its remedy or right of set-off available at law and equity. If the PO is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Vendor.

16. **Funds Availability:** Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

17. **Choice of Law:** This PO is made in and the laws of the State of Colorado shall govern, in connection with the formation, performance and the legal enforcement of, this PO. Unless otherwise specified in the solicitation or this order, venue for any judicial action arising out of or in connection with this PO shall be in State of Colorado, Adams County District Court. Vendor shall exhaust administrative remedies in CRS 24-109-106, as amended, prior to commencing any judicial action against the City.

18. **Uniform Commercial Code:** All references in this PO to the UCC shall mean the UCC as adopted by the State of Colorado at Title 4, Colorado Revised Statutes, as amended.

19. **Non-discrimination:** Vendor agrees to comply with the letter and spirit of all applicable State and Federal laws respecting discrimination and unfair employment practices.

20. **Public Contracts for Services:** CRS 88-12.5-101 (Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services). Contractor certifies, warrants and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS 88-17 5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed (b) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (c) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 88-17 5-102(5) by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting City, a written, notarized affirmation, affirming that Contractor has established the legal work status of such employee, and comply with all of the other requirements of this Department program. If Contractor fails to comply with any requirement of this provision of CRS 88-17 5-101 et seq., the contracting City may terminate this contract or PO for breach and, if so terminated, Contractor shall be liable for damages.

21. **Public Contracts with Natural Persons:** CRS 24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-101 prior to the effective date of this contract.



11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233-8061
Fax 303-450-8708

CITY OF NORTHGLENN

**FLOW INJECTION ANALYZER WITH ION CHROMATOGRAPH
BID NO. IFB-2014-13**

ADDENDUM NO. ONE TO BID IFB-2014-13
DATED: May 21, 2014

80 6-2-2014

TO: BIDDERS

The following adds to, supplements, amends or clarifies by way of explanation, portions of the Contract Documents, Specifications, and Drawings for the above named project.

NOTE: It will be the responsibility of the Bidder to acknowledge receipt of Addenda on the Bid Form as part of his/her submitted proposal. Failure to do so will be grounds for the City to reject the proposal. Contractor to submit their bid on the updated bid summary attached.

The Contract Documents, including the Specifications and Drawings are hereby modified by the following items:

SPECIFICATIONS

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20468467	05/30/2014	* 4-6 wks ARO	1 / 4
Contact Info	Phone No.	Payment Terms	Valid To
SHELDON HENDERSON	303-810-8944	NET 30 DAYS UPON INVOICE DATE	07/25/2014
Inco 1	Inco 2	Shipping Method	
Origin - Prepay And Add		Exped Def 5 Day	

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Submitted To: 1324639

CITY OF NORTHGLENN
2350 WEST 112TH AVENUE
NORTHGLENN CO 80234

To place an order
 Contact Info Tricia LaFauci
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: tricia.lafauci@thermofisher.com
 This order is subject to instructions and Thermo Fisher's terms & conditions on the last page

Item	Material No.	Description	Qty	Unit Price	Total Price
10	078850	PROD,ICS-1100,DEGAS,AS22,+ASDV ICS-1100 with Degas AS22 Package with ASDV	1 EA	29,037.50	29,037.50 USD
				Sales Rep Disc %	871.13 - USD
				Net Value For Item	28,166.37 USD
20	057590	PROD,RGNT,STD,7 AN II 100ML Combined Seven Anion Standard II, 100 mL	1 EA	149.35	149.35 USD
				Sales Rep Disc %	4.48 - USD
				Net Value For Item	144.87 USD
30	960708	CBL,3COND,LINE CORD,US Power Cord US	3 EA	0.01	0.03 USD
40	702-033700	1 DAY IC/ASE TRNG COURSE -CUST SITE Training expires 12 months from purchase.	1 EA	1,600.00	1,600.00 USD
50	701-086201	YEAR 2 AND 3 IC/SP PARTS ONLY WARRANT Year 2 and 3 IC and SP parts only warranty.	1 EA	0.01	0.01 USD
				Total	29,911.28 USD

END USER: EVELYN ROSE

THERMO ELECTRON NORTH AMERICA LLC TERMS AND CONDITIONS OF SALE
UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** THERMO ELECTRON NORTH AMERICA LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.
2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.
3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.
5. **DELIVERY; CANCELLATION OR CHANGES BY BUYER** The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.
6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.
7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. **ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.**

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. **INDEMNIFICATION.**

8.1 By Seller Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product, (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. **THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.**

THERMO ELECTRON NORTH AMERICA LLC TERMS AND CONDITIONS OF SALE

8.2 By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE HERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported or to be exported by Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

To place your order and expedite shipment, please 1) sign and date this quotation below; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.

Please note-all Purchase Orders must show the vendor name of Thermo Electron North America LLC:

Thermo Electron North America LLC
5225 Verona Road
Madison, WI 53711

Thermo Electron North America LLC
1400 Northpoint Parkway, Ste 10
West Palm Beach, FL 33407

Complete System Orders:

Fax: 412-200-6542

e-mail: usmadorderprocessing@thermofisher.com or
uspal.orderprocessing@thermofisher.com

Parts or Service Orders:

Fax: 877-680-2565

e-mail: USMAD.ServiceOE.PO@thermofisher.com

Notes:

- A.) Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products.
- B.) Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- C.) Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state & local taxes in addition to the price stated on this quotation.
- D.) Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports from the U.S. products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.

As an authorized representative of the Buyer, your signature below creates an agreement to buy the products and services listed herein and your acceptance of the Seller's Standard Terms and Conditions of Sale included herein as the sole and exclusive terms for your purchase.

Buyer Signature

Date

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-95
Series of 2014

Series of 2014

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO TIMBERLINE INSTRUMENTS, INC. AND THERMO ELECTRON NORTH AMERICA, LLC FOR A TOTAL AMOUNT NOT TO EXCEED \$56,586.28 FOR THE PURCHASE OF A FLOW INJECTION ANALYZER AND ION CHROMATOGRAPH

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Manager is hereby authorized to issue a Purchase Order to Timberline Instruments, Inc. in an amount not to exceed \$26,675.00 for the purchase of one Flow Injection Analyzer model TL-2800 with accessories.

Section 2. The City Manager is hereby authorized to issue a Purchase Order to Thermo Electron North America, LLC in an amount not to exceed \$29,911.28 for the purchase of one Ion Chromatograph model ICS-1100 with accessories.

DATED at Northglenn, Colorado, this ____ day of _____, 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney