



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF RENEWAL

TO: Suez WTS Analytical Instruments, Inc. ORIGINAL DATE ISSUED: July 18, 2022
6060 Spine Road CONTRACT NO: 22-DES-SLA-570
Boulder, CO 80301 CONTRACT TITLE: Water Analyzers Maintenance and Repair

THIS IS A NOTICE OF RENEWAL AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DES-SLA-570 including any attachments or amendments thereto.

EFFECTIVE DATE: July 1, 2023
EXPIRES: June 30, 2024
RENEWALS: Three (3) Renewals Remaining
COMMODITY CODE(S): 92694

ATTACHMENTS:
EXHIBIT B: CONTRACTOR'S PRICING AND TERMS

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Rick Luckenbill, CFO VENDOR TEL. NO.: (303) 709-1420
EMAIL ADDRESS: rick.luckenbill@suez.com
COUNTY CONTACT: Wilson (Beau) Dodge, Jr., DES-WPCB COUNTY TEL. NO.: (703) 228-6881
COUNTY CONTACT EMAIL: wrdodge@arlingtonva.us

CONTRACT AUTHORIZATION

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SUEZ WTS ANALYTICAL INSTRUMENTS, INC.

PRINT: Tomeka D. Price

PRINT: Rick Luckenbill

SIGNATURE: Tomeka D. Price
DocuSigned by:
5950D4E0ACC0472...

SIGNATURE: Rick Luckenbill
DocuSigned by:
476B5B26A27446A...

TITLE: Procurement Officer

TITLE: CFO

DATE: 4/27/2023

DATE: 4/21/2023

EXHIBIT B**CONTRACTOR'S PRICING AND TERMS**

SUEZ WTS Analytical Instruments, Inc.

6060 Spine Road
Boulder, CO 80301, United States
T 1 (303) 444-2009

	Product Number	Unit Price	Qty	Ext. Price
Group 1 - Year One				
Two Visit PM SP MUNI/SEMI	SER 77032-01	4,891.00	2	9,782.00
This service is designed specifically for our Municipal Water, Electronics and Semiconductor customers. Applies to Models M-series and 5310C/900. The two visit PM includes all required Yearly Consumables: reagents, pump tubing, uv lamp(s), resin bed. Calibration and Verification standards are also included during the annual and semiannual on-site Calibration visit. Travel expenses for Suez WTS Analytical Instruments personnel included. PM customers are entitled to a 10% discount on repair parts and or labor during the PM validity period. This service may require add-on products as needed for instrument configuration.				
Add-On - M5310 C ICR, Open Degasser	SER 77044-01	632.00	2	1,264.00
This service includes replacement of the ICR open degasser once every 2 years. A verification check is performed annually, assuring ICR functionality. This product is only sold in conjunction with an analyzer Preventive Maintenance service. In the event that repair services are required during the validity period, the associated accessory is also entitled to a 10% discount on labor and/or parts.				
Sub-Total USD :				11,046.00
Group 2 - Year Two				
Add-On - M5310 C ICR, Open Degasser	SER 77044-01	632.00	2	1,264.00
This service includes replacement of the ICR open degasser once every 2 years. A verification check is performed annually, assuring ICR functionality. This product is only sold in conjunction with an analyzer Preventive Maintenance service. In the event that repair services are required during the validity period, the associated accessory is also entitled to a 10% discount on labor and/or parts.				
Two Visit PM SP MUNI/SEMI	SER 77032-01	4,891.00	2	9,782.00

This service is designed specifically for our Municipal Water, Electronics and Semiconductor customers. Applies to Models M-

Product Number	Unit Price	Qty	Ext. Price
series and 5310C/900. The two visit PM includes all required Yearly Consumables: reagents, pump tubing, uv lamp(s), resin bed. Calibration and Verification standards are also included during the annual and semiannual on-site Calibration visit. Travel expenses for Suez WTS Analytical Instruments personnel included. PM customers are entitled to a 10% discount on repair parts and or labor during the PM validity period. This service may require add-on products as needed for instrument configuration.			
Sub-Total USD:			11,046.00

Grand Total USD : **22,092.00**

Important Information

Two Year Contract
 Year One: \$11,046.00
 Year Two: \$11,046.00

Serial Numbers:
 5310C: 1102-4602
 5310C: 1102-4608

The current lead time for securing a visit with a Field Service Engineer is 6-8 weeks.

- Please submit your PO by 10/28/2022 to secure dates and avoid service gaps. (Note: Failure to submit PO by this date may result in additional expedite fees.)

Work Order:

Two Visit Service Includes the Following:

Due By: 12/28/2022, 12/28/2023

- 6 Month PM-replacement of acid, oxidizer, UV lamp
- 500ppb Verification- In the event calibration services are required, your PM shipment will also include 5 ppm calibration standards
- Additional oxidizer for customer installation 3 months after 6 month PM

Due By: 06/28/2023, 06/28/2024

- Annual PM- replacement of acid, oxidizer, UV lamp, resin bed, and pump head sets and/or tubing

Product Number	Unit Price	Qty	Ext. Price
<p>- 5ppm Calibration and 1ppm Verification</p> <p>- ICR with Open Degasser</p> <p>- High capacity oxidizers</p> <p>- Add 2 acid cartridges, APF 90310-02 (Please confirm is still needed)</p> <p>- Additional oxidizer shipped for customer installation 3 months after annual PM</p> <p>Contact information for shipments and scheduling:</p> <p>1st Contact: Beau Dodge</p> <p>Cell Phone: (703) 201-3183</p> <p>2nd Contact: Osvin Escobar,</p> <p>Cell Phone: (571) 464-3423</p> <p>-Service will be invoiced in full at the time of the first service or shipment.</p>			



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

STANDARD TERMS & CONDITIONS FOR SALE & SERVICE OF INSTRUMENTS

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

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

7. **Shipping, title & risk of loss.** Purchaser is responsible for all shipping costs and insurance except as expressly agreed in writing. Purchaser shall give Seller complete shipping instructions, in the absence of which Seller shall be entitled to select the carrier. Title and risk of loss shall pass to Purchaser upon delivery of Instruments to the carrier for shipment, although Purchaser grants Seller a security interest in all Instruments until Seller is paid in full.
8. **Export Import Regulations.** Purchaser will not, directly or through an intermediary, export any Instruments (including related technology and information) to any country that is subject to embargo or similar restrictions under U.S. Export Regulations (including but not limited to Cuba, Iran, Iraq, Libya and North Korea), or transfer them to a national of any such country or to any other person or company restricted from receiving them, or put them to a prohibited end use, or transfer them with knowledge or reason to believe that they are intended for a prohibited destination, recipient or use. If Purchaser exports Instruments from the U.S., then Purchaser assumes the sole responsibility to confirm that the technical regulations and standards for the importation of such Instruments into the applicable country of import are met.
9. **Documents.** All documents furnished by Seller in connection with Instruments shall remain the property of Seller, and Purchaser warrants that they will not be used or disclosed except to enable Purchaser's installation, operation and maintenance of Instruments.