

DATE: 10/7/2016

## Vendor No.

**Y**

↓ COG USE ONLY ↓

	Inv Attached
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**COG USE ONLY**

BOARD / Date

# TERMS AND CONDITIONS OF PO / CONTRACT

## **ARTICLE 1 PURCHASE ORDER AUTHORIZATION**

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

## **ARTICLE 2 PURCHASE ORDER NUMBER**

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

## **ARTICLE 3 ACCEPTANCES**

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

## **ARTICLE 4 PRICE**

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

## **ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS**

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

## **ARTICLE 6 PARTS**

The Seller agrees to make functional parts available for a period of five years after final production run.

## **ARTICLE 7 WARRANTIES**

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

## **ARTICLE 8 REMEDIES**

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

## **ARTICLE 9 CONFLICTS OF LAWS**

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

## **ARTICLE 10 MODIFICATIONS**

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

## **ARTICLE 11 PATENT INFRINGEMENT**

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

## **ARTICLE 12 TERMINATIONS FOR CAUSE**

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

## **ARTICLE 13 TERMINATIONS FOR CONVENIENCE**

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

## **ARTICLE 14 ENTIRE AGREEMENTS**

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

## **ARTICLE 15 WORKS ON PREMISES**

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

## **ARTICLE 16 QUALITY GUARANTEE**

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

## **ARTICLE 17 QUALITY TERMS**

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.



**Company:**  
City of Griffin

**Address:**  
100 South Hill Street  
Griffin, GA 30224

**PLEASE ADDRESS PURCHASE ORDER TO:**  
Teledyne Isco  
c/o Kazmier & Associates  
4700 Superior Street  
Lincoln, NE 6804-1398  
Phone: (770) 475-2242  
Fax: (770) 664-6906

**Date** 10/6/2016  
**Quote #** 068-100616

**ATTN:** Joseph Johnson  
**Phone:** 770-229-6603

**Reference:**

Teledyne Isco is pleased to offer the following quotation as per your request.

Item	Qty	Part Number	Description	Unit Price	Total Price
1	4	68-2050-002	2150 Flow Module with 2191 Battery Module. Includes Area Velocity Sensor with 10 ft. (3 m) level measurement range and 33 ft. (10 m) cable, 2 battery holders, and carrying handle with suspension strap. Also includes instruction manual and coupon for free Isco Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately).	\$ 4,830.00	\$ 19,320.00
2	3	68-2000-098	2103ci CDMA Cell Phone Package with 60-2004-550 magnetic mount dual band antenna. This stack-on module provides wireless communications (configuration, data retrieval, push data, text message alarms) with the 2100 Series site. Powered from the module stack. Requires customer provided Verizon account with static IP service, paid by customer.	\$ 2,310.00	\$ 6,930.00
3	2	60-3284-001	674 Rain Gauge. Tips every 0.01 inch of rainfall. Tipping bucket rain gauge with 50 ft. cable and connector for use with a 4100 Series Flow Logger, 4200 Series Flow Meter, or 6700 Series/Avalanche Sampler. Includes instruction manual.	\$ 800.00	\$ 1,600.00
4	2	68-2000-099	2105ci CDMA Serial Over IP modem module with 60-2004-550 dual band magnetic mount antenna. Requires customer-supplied static IP address service contract with Verizon.	\$ 3,230.00	\$ 6,460.00
5	1	60-3204-012	Street Level Installation Tool Multi-section pole. Includes one 2-1/2 ft. pole section with adapter for attaching mounting ring, six 2-1/2 ft. pole sections, and instruction manual.	\$ 690.00	\$ 690.00
6	1	60-3204-015	Street Level Installation Tool Mounting Ring for 8 inch diameter pipe. Includes strap.	\$ 240.00	\$ 240.00
7	1	60-3204-017	Street Level Installation Tool Mounting Ring for 12 inch diameter pipe. Includes strap.	\$ 240.00	\$ 240.00
8	1	60-3204-018	Street Level Installation Tool Mounting Ring for 15 inch diameter pipe. Includes strap.	\$ 240.00	\$ 240.00

9	2	69-2004-583	2105 to 674 Rain Gauge interconnect cable. This 10 inch cable has a 12-pin connector that connects to the 2105 module. The other end of the cable has a 4-pin connector that mates to the cable supplied with a 674 Rain Gauge.	\$	120.00	\$	240.00
10	1	Freight8	Ground Freight \$25,000.00-\$49,999.99	\$	357.00	\$	357.00
<b>TOTAL</b>						<b>\$</b>	<b>36,317.00</b>

**Please note the following:**

These prices are valid for 30 days.

Shipping costs may change if shipping to more than one location. See [www.isco.com](http://www.isco.com) for anti-boycott statement. This quotation is invalid if the product is to be used outside the United States.

Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's Terms and Conditions of Sale, which can be found at [www.isco.com](http://www.isco.com).

Prices are F.O.B. Factory - Prepaid and Added.

Estimated shipment 4 week(s) after receipt of order.

Any applicable sales tax is not included unless noted.

Prices include packing for domestic shipment.

**Teledyne Isco · 4700 Superior Street · Lincoln, NE 68504-1398 · P: (800) 228-4373 · F (402) 465-3022**

Federal ID#: 95-4888283 Duns #: 07-832-7063

Best Regards:

Bob Kazmier

Manufacturer's Representative

Teledyne Isco



# CITY OF GRIFFIN

## SOLE BRAND\*/SOLE SOURCE JUSTIFICATION

Request Type and Details			
<input type="checkbox"/> <b>Sole Brand*</b> – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. If not available in GA or a 100 mile radius, it will be treated as a sole source purchase.			
<input checked="" type="checkbox"/> <b>Sole Source</b> – The item(s) requested has necessary features and is available only from a single manufacturer or from a single dealer with exclusive distribution rights. Sole source justifications should be confirmed annually.			
<b>Provide a short description and identify the make and model of the item requested:</b> 2150 Flow Module with associated appurtenances			
<b>Identify the efforts made to locate other sources:</b> Kazmier & Associates are the GA rep for this equipment.			
<b>Vendor/Source Name/Address:</b> Teledyne ISCO / Kazmier & Associates / 4700 Superior Street, Lincoln, NE 65804-1398			
<b>Vendor/Source Contact:</b> Robert Kazmier		<b>Phone:</b> 770-475-2242	
<b>Scope of Work:</b> Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name):      This is the standard unit that we currently have in our department.			
<b>Exclusive Capability:</b> Provide a detailed description of proposed source's unique capabilities and/or performance of work and why this is the only source.      Kazmier & Associates are the ISCO rep for the State of Ga.			
Requestor Information			
<i><b>I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit.</b></i>			
<b>Date of Request:</b> 10-7-2016		<b>Requestor:</b> Joseph Johnson	
<b>Department:</b> Water/Wastewater		<b>Dept Accting Code:</b> 505-4340-53-1600	
		<b>Phone:</b> x493	
Purchasing Use Only ↓			
<b>Date Processed:</b>		<b>Date Posted to GPR:</b>	
<b>Bid #:</b>			
<b>Outcome:</b>			
<b>Awarded Sole Source</b>		<b>Issued PO/Contract</b>	
<b>Competitive Bid</b>		<b>Number of Protests</b>	

\* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases will be treated as sole source if there is only one dealer within the State of Georgia or 100 mile radius of Griffin (whichever is less).

### **Sole Brand Guidelines**

Sole brand items have unique performance features not found in other items but are available on the open market from multiple sources.

Sole Brand purchasing is an exception to the procurement policies. Such requests should not be made unless you are certain there is a valid requirement and adequate documentation to qualify for this exception. The brand name procurement request must clearly demonstrate that the acquisition of the brand name product is:

1. Unique and essential to the department's requirements, thereby precluding consideration of a product manufactured by another company, or
2. Required to match other similar product already in place and the use of an alternate product would cause the department to incur substantial additional costs, and you provide specific information regarding the equipment you are matching.

In order for a request to be considered for Sole Brand, the justification form must be completed and signed. This justification will remain on file for review by auditors.

#### **Factors which do not apply to Sole Brand:**

1. Personal preference for the product or vendor.
2. Lack of advance planning.
3. Concerns related to the amount of funds (spending before they expire).
4. Explanation for the actual need and basic use of the item, unless the information relates to the request for unique factors.
5. The statement "No Substitution" will not be considered without completion of the justification.

### **Sole Source Guidelines**

Sole source items have unique performance features not found in other items AND are only available from a single manufacturer or dealer with exclusive distribution rights.

Sole source purchasing is an exception to the procurement policies. Such requests should not be made unless you are certain there is a valid requirement and adequate documentation to qualify for this exception. The sole source procurement request must clearly demonstrate:

1. That there is only one source or only one supplier within the predetermined radius that can provide the goods or services in accordance with the requirements of the department.
2. The existence of limited rights in data patent rights, copyrights or secret processes make the supplies or services available from only one source. Note – the mere existence of such rights do not justify a sole source.
3. Addition of new work that was not within the scope of (or incidental to) the original contract scope of work, either as part of the base contract or as an option, is subject to sole source justification.
4. To match and 'intermember' is an acceptable justification of sole source when you provide specific information regarding the goods/equipment you are matching.

In order for a request to be considered for Sole Source, the justification form must be completed and signed. This justification will remain on file for review by auditors.

#### **Factors which do not apply to Sole Source:**

1. Personal preference for the product or vendor.
2. Lack of advance planning.
3. Concerns related to the amount of funds (spending before they expire).
4. Explanation for the actual need and basic use of the item, unless the information relates to the request for unique factors.

5. The statement "No Substitution" will not be considered without completion of the justification.