

# CITY OF FRANKLIN, TENNESSEE

## PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0035)

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THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Hach Company of Loveland, Colorado (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on November 6, 2014 Purchasing Office Solicitation No. 2015-013, a procurement solicitation for proposals for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges, (b) on November 17, 2014 Addendum No. 1 to Purchasing Office Solicitation No. 2015-013, and (c) on December 22, 2014 Addendum No. 2 to Purchasing Office Solicitation No. 2015-013 (collectively, “SOLICITATION”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY’s SOLICITATION, VENDOR submitted a proposal dated January 8, 2015 (the Proposal Submittal Form signature is dated January 6, 2015) (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a Certificate of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose the City’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY’s Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

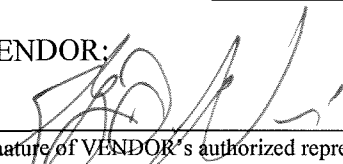
# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0035)

8. VENDOR has now submitted a Contract Addendum ("CONTRACT ADDENDUM"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on March 10, 2015 and now desires to retain VENDOR to supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges, pursuant to SOLICITATION, SUBMITTAL and CONTRACT ADDENDUM.
10. The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CONTRACT ADDENDUM; (c) SOLICITATION; and (d) SUBMITTAL.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

For VENDOR:

  
\_\_\_\_\_  
(signature of VENDOR's authorized representative)

TITLE: Vice President - Hach Company

For CITY:

\_\_\_\_\_  
(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

\_\_\_\_\_  
Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2015-0035)

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**Attachment No. 1**

**SOLICITATION**

## NOTICE TO PROPOSERS

**NOTICE IS HEREBY GIVEN** that the City of Franklin, TN, will receive sealed written proposals in the City's Purchasing Office, City Hall, Suite 107, 109 3<sup>rd</sup> Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on January 8, 2015, at which time and location they will be publicly opened, for the following procurement: installation, operation and maintenance of sanitary sewer flow meters and rain gauges (Purchasing Office Solicitation No. 2015-013). Proposals must be prepared and submitted in accordance with the City of Franklin's request for proposals and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklintn.gov/>) or by contacting the City of Franklin Purchasing Office ([purchasing@franklintn.gov](mailto:purchasing@franklintn.gov); 615/550-6692). The City reserves the right to reject any and all proposals, and to waive formalities.

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DATE OF PUBLICATION OF THIS NOTICE TO PROPOSERS: **November 6, 2014**

# City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-013

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1. Solicitation identified: These instructions apply to the following procurement:  
**supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges**  
**Purchasing Office Solicitation No.: 2015-013**
2. Solicitation packet component documents: These Instructions for Proposers accompany the following documents which, in total, represent the complete solicitation packet:
  - a. Notice to Proposers;
  - b. Instructions for Proposers (this document);
  - c. Request for Proposals;
  - d. Proposal Submittal Form;
  - e. Affidavit of Non-Collusion;
  - f. Affidavit of Title VI Compliance;
  - g. City of Franklin Standard Procurement Terms and Conditions;
  - h. City of Franklin Procurement Agreement form;
  - i. Indemnification Agreement; and
  - j. City of Franklin Affidavit of Drug-Free Workplace.
3. Location of opening of proposals: The opening of proposals will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of proposals”), or at another location within the City of Franklin City Hall. If the location of the opening of proposals is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of such opening of proposals.
4. Who may attend openings of proposals: City of Franklin openings of proposals are open to the public. Proposers are specifically welcome to attend.
5. Withdrawal of proposals; expiration of submittal validity (see also “Errors and omissions” below):
  - a. Before the proposal submittal deadline, submitted proposals may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn proposals may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a proposal and such a request to return a withdrawn proposal must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the proposal submittal deadline, and may be submitted via either e-mail ([purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)) or fax (615/550-0079).
  - b. After the proposal submittal deadline, submitted proposals may not be withdrawn.
  - c. Before award, all proposals and associated pricing as submitted shall be considered valid and may be accepted by the City at least through **April 30, 2015** and until the date indicated on the proposer’s Proposal Submittal Form as the “last date that proposal and associated pricing is valid and may be accepted by the City.”

# City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-013

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- d. After award, the accepted proposal and associated pricing shall be considered valid for the term of award (see Request for Proposals).
6. Submittal timing: Proposals are to be delivered *no earlier than* five (5) City of Franklin business days before the submittal deadline. Proposals delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Proposals rejected on account of timing: Submitters of proposals rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Proposals rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all proposals rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Proposal to be sealed: Each proposal shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original documents plus one (1) complete digital set: Please submit one (1) set of proposal documents with original signatures plus one (1) complete digital set. The digital set shall be loaded on either a CD or a flash drive that itself is labeled with the proposer's name. The contents of the digital set shall contain no more and no less than, and shall be in the same order as, the contents of the proposal documents with original signatures.
10. Proposal submittal contents: Included with the proposal are to be the following:
  - a. City of Franklin Proposal Submittal Form, executed in full;
  - b. Detailed vendor-supplied description of proposed product(s) and/or service(s);
  - c. Identification, listing and description of any exceptions to the procurement solicitation;
  - d. Contact information for required references (see Request for Proposals);
  - e. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
  - f. Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions;
  - g. City of Franklin Affidavit of Non-Collusion, executed in full;
  - h. City of Franklin Affidavit of Title VI Compliance, executed in full; and
  - i. if the proposer employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.

# City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-013

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11. Proposal container label: The outside face of the proposal container(s) shall be labeled with the following information:

- a. the proposer's name and address; and
- b. the following text:

SEALED PROPOSAL

**City of Franklin solicitation no.  
2015-013 (services related to  
sanitary sewer flow meters and  
rain gauges)**

**NOT TO BE OPENED EXCEPT AT  
PROPOSAL OPENING January 8,  
2015, 2:00 p.m. Central Time**

12. Delivery of proposals:

- a. Proposals are to be addressed and delivered to:

City of Franklin Purchasing Office  
Franklin City Hall, Suite 107  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064

- b. Proposals must be printed on paper and signed. A proposal may be mailed via U.S. Mail or shipped or hand-delivered via courier. Proposals submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
- c. A proposal is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A proposal that is en route via U.S. Mail or courier, or delivery of a proposal to another City office or location, does not in and of itself constitute delivery of that proposal to the City of Franklin Purchasing Office.
- d. The Purchasing Office shall exclusively determine whether a proposal was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.

13. Tabulation of proposals; notice of intent to award: The tabulation of proposals received, as prepared by the City, may also indicate a recommendation as to the selection of the proposal that best meets the needs of the City, in which case the tabulation of proposals received also functions as the City's notice of intent to award. Proposers may request a copy of the tabulation of proposals received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of proposals received and notice of intent to award (see Request for Proposals).

# City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-013

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14. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Request for Proposals for tentative date of award. Purchases shall be awarded to the proposer who submits the proposal that best meets the needs of the City. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
15. Other documents to be required of successful proposer: Before award of the procurement by the City, the successful proposer (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
  - a. Vendor-supplied agreement or contract, if any, by and between the City and the proposer to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
  - b. Indemnification Agreement, executed in full;
  - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
  - d. City of Franklin Procurement Agreement form, executed for the vendor; and
  - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City of Franklin Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
16. City's right to reject proposals, waive formalities: The City of Franklin reserves the right to reject any and all proposals, and to waive formalities.
17. Errors and omissions (see also "Withdrawal of proposals; expiration of submittal validity" above):
  - a. Errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet that are discovered by the vendor before submittal shall be corrected by the vendor. If such a correction results in altering but not replacing one or more documents, then the vendor's representative shall initial each such correction in non-erasable ink.
  - b. Errors made by the proposer on the Proposal Submittal Form or elsewhere in the proposer's submittal packet that are discovered by the proposer after submittal but before the proposal submittal deadline may be corrected by the proposer but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED PROPOSAL" and shall otherwise be submitted pursuant to the same instructions above as for the submittal of the original proposal documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the proposal submittal deadline.
  - c. Uncorrected errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the vendor may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors



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may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal. In the case of a discrepancy between the vendor's unit price for a particular line item as quoted in the proposal and the unit price calculated by dividing the vendor's extension price for that same line item by the quantity indicated for that same line item, then the vendor's unit price for that line item as quoted in the proposal shall prevail.

- d. Omissions from a vendor's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal.

18. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office (see address above)

[purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

Tel: 615/550-6692

Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).

19. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.
20. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who

# City of Franklin Instructions for Proposers

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feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklintn.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

# City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-013

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1. Solicitation identified: This Request for Proposals applies to the following procurement:  
**supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges**  
**Purchasing Office Solicitation No.: 2015-013**
2. Notice to *Vendors* publication date: **November 6, 2014**
3. Solicitation release date: **November 6, 2014**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **December 11, 2014, 2:00 p.m. Central Time**
5. Proposals submittal deadline and scheduled opening: **January 8, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **February 20 or March 6, 2015  
(depending upon whether interviews are conducted)**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **March 10 or March 24, 2015  
(depending upon whether interviews are conducted)**
8. Objective: To secure, by means of a competitive procurement process, the selection of a responsive and responsible *Vendor*, that best meets the needs of the *City of Franklin*, to furnish all labor, materials and means necessary to supply, deliver, install, operate and maintain for the *City of Franklin* Engineering and Water Management departments the products and services described below. See the accompanying Instructions for *Vendors* for additional information and instructions.
9. Exceptions:
  - a. In order to avoid the need to take an exception to this procurement solicitation, potential *Vendors* may request revisions to the same before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation. See the accompanying Instructions for *Vendors* for contact information.
  - b. Any deviation or variance from this procurement solicitation shall be identified by the *Vendor* as an exception.
  - c. Any exception to this procurement solicitation shall be listed in detail. Such listing shall include a description of exactly how such exceptions deviate from the *City's* expectations

# City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-013

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as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the *City* to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the *City*, in its sole discretion, deems not to meet or exceed the *City's* intention as expressed and implied by the procurement solicitation shall be considered by the *City* as a factor in the award selection criteria.

10. General terms and conditions:

- a. Proposal price: The proposal price shall include all equipment, labor, materials, permit(s), freight and required insurance to render the specified service(s).
- b. Delivery terms: As a matter of practice, the *City of Franklin* expects vendor to ship any and all deliverables FOB destination, freight prepaid and added. The *City's* preferred delivery terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the *City's* preferred delivery terms are unacceptable to the *Vendor*, then the *Vendor* shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the *City's* selection criteria. Delivery terms are non-negotiable after award is made.
- c. Payment terms: As a matter of practice, the *City of Franklin* pays for goods and/or services only after receipt and acceptance by the *City* of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The *City's* preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the *City's* preferred payment terms are unacceptable to the *Vendor*, then the *Vendor* shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the *City's* selection criteria. Payment terms are non-negotiable after award is made.
- d. Applicable laws and regulations: All applicable federal and state laws, *City* ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in procurement solicitation the same as though they are written out in full herein.
- e. Use of subcontractors: The successful *Vendor* may subcontract any portion of the award but only with the prior consent of the *City*. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area: The successful *Vendor* will be expected to utilize best practices to minimize the risk of personal injury to the public, *City* personnel and employees of the *Vendor* and/or the *Vendor's* subcontractors, if any.
- g. Other documents to be required of successful *Vendor*: See the accompanying "Instructions for *Vendors*" for a listing of other documents to be required of the successful *Vendor*.
- h. Damages: The successful *Vendor* shall be responsible for any damages it causes in the course of performing the specified service(s), and shall repair or replace any damaged property to the satisfaction of the *City of Franklin* at its own expense.
- i. Terms and Conditions: By submitting its proposal, the *Vendor* certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and

# City of Franklin Request for Proposals

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conditions identified and listed in the *City of Franklin* Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

- j. Refusal to honor submittal: If and after an award is made by the *City*, if the *Vendor* refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the *City* shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its proposal, the *Vendor* indemnifies and holds the *City of Franklin* harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the *City's* reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- l. Drug-free workplace. The *City* is requiring respondents to this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete proposal, the *City's* Affidavit of Drug-Free Workplace, executed in full, and to attest that the proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the *City*. The *City* operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The *City's* drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed requirements: Please note:
  - *Vendors* are required to submit with their proposal a detailed description of all proposed products, items and/or services.
  - *Vendors* are required to list any and all aspects of the *City's* procurement solicitation to which their proposal takes exception, to describe in that document exactly how such exceptions deviate from the *City's* expectations as expressed and implied by the procurement solicitation, and to indicate why such exceptions should be judged by the *City* to meet or exceed those expectations.

# City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-013

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## 11.1. Overview and purpose

The *City* is responsible for the operation and maintenance of the wastewater collection system including gravity sewer lines, force main lines and sewage lift stations located throughout the service area. As part of the hydraulic model that is currently being developed and in addition to on-going capital improvement projects, the City would like to assess growth and future conditions associated with wastewater flow within the collection system.

The *City* is seeking to retain a qualified and competent *Vendor* to furnish, install, and maintain flow meters and rain gauges at designated sites. The flow meters and rain gauges shall be capable of isolating and measuring sewer flows and rainfall data. The wastewater flow monitoring program will provide data needed to meet the following objectives:

- A. Develop inflow and infiltration (I/I) estimates;
- B. Develop dry weather flow estimates;
- C. Quantify flow from different basins;
- D. Quantify rainfall data within the basin;

The City anticipates the need at the outset of the term of award for supply, delivery, installation, operation and maintenance of 13 permanent wastewater flow meters, 17 temporary wastewater flow meters and 5 rain gauges throughout the *City*. The City anticipates that an unspecified quantity of additional flow meters and rain gauges may need to be provided before the end of the term of award. The designated sites are indicated in *Attachment A*. The City intends for the *Vendor* to provide all equipment necessary to render the required services. The City does not intend to purchase or provide or take ownership of any of the required flow meters and rain gauges.

## 11.2. Term of award

The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) years, effective upon a date to be established by the Procurement Agreement by and between the *City* and the *Vendor*. At any time after commencement but before or as soon as practicable after the expiration of this term of award, the *City* and the *Vendor* may exercise an option to extend the term of award twice, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the *Vendor* chooses not to consent to an extension to the term of award, then it shall notify the *City* of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the *City* and the *Vendor* each specifically retain the right, with or without cause, not to extend the term of award.

# City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-013

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## 11.3. Anticipated scope of work and deliverables

The *City* seeks to retain the services of a qualified and competent *Vendor* to furnish, install, and maintain flow meters and rain gauges at designated sites. Such services are anticipated to include, but may not necessarily be limited to:

1. Flow monitoring services
2. Rain gauge services
3. Data Management and Maintenance Services
4. Safety Services (Traffic Control, OSHA, Health and Safety Plans, etc.)

## 11.4. Services to be rendered

### 11.4.1. Flow Monitoring Services

Flow monitoring services shall include site investigation, installation, calibration, operation and maintenance, and data collection for each flow monitoring location indicated in *Attachment A*. The *Vendor* shall provide a site installation report to include: location map, digital photos of each site, manhole depth, invert depths (from top of manhole), inside of the manhole showing manhole flow configuration (influent, effluent pipes) typical hydraulic conditions, any unusual observations made by the field crews at the installation location, photo of the installed equipment, pipe material, recommendations for alternate sites, if applicable.

Minimum Flow Metering Equipment Specifications and Services:

1. Each flow meter should be ideal for accurately measuring sanitary sewer flows in open channel collection systems. The line size in the collection system range from 8" to 60". Each flow meter shall be capable of measuring flow levels as low as 1/4" up to 60" or greater, depth conditions where surcharging occurs above the crown of the pipe and varying velocity measurements.
2. Installation and calibration must be certified by the *Vendor*. Recalibrations must be performed by the *Vendor* as needed, at any time that the meter is replaced or the data is out of the acceptable margin of error.
3. The sites do not have power supply; therefore all meters must have battery power supply. All sites must be capable of transmitting data wirelessly.
4. The *City* will not be held responsible for damage to flow monitoring equipment for the period in which the *Vendor* is responsible for maintenance and operation of said equipment.
5. All Components of each flow meter must be capable of operating in corrosive environments in temperatures ranging from 0°F to 140°F and up to 95% humidity.
6. The *Vendor* is to provide all maintenance, repairs and replacement services on equipment during the contract duration within 24 hours of notification. Some meters lie within secure *City* facilities and will require coordination with the *City* for replacement and maintenance of equipment with a minimum of 24 hours advance notice.

# City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-013

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7. Any cost associated with repairs and/or maintenance shall be paid by the **Vendor** and will not be incurred by the **City**. Maintenance includes, but not limited to repairs associated with debris, surcharge conditions, battery replacement, vandalism and/or theft. Re-installation and recalibration of the equipment will be at no additional cost to the **City**.
8. The **Vendor** is responsible for securing the flow metering sites at all times while flow meters are installed.
9. The proposed flow monitoring devices must utilize sold-state electronics with capability of measuring and recording wastewater depth and mean velocity at 5-minute intervals. Data will be collected at a default of 15-minute intervals, unless directed otherwise by the **City**. The flow monitoring devices shall trigger alarms to warn **City** representatives of surcharging or possible obstructions within the sewer pipe. The following automated alarming feature shall be included when 85% full pipe is reached: dynamic logging shall switch from 15-minute data readings to 5-minute data readings.

## 11.4.2. Rain Gauge Services

Rain gauge data shall include date, time, and rainfall depth reported in hundredths of an inch at not more than 15-minute increments. Times reported for flow data and rainfall data shall be synchronized.

Minimum Rain Gauge Equipment Specifications and Services:

- 1) The proposed Rain Gauges shall measure rainfall in 0.01" increments and shall have an accuracy of 0.5% at 0.5" per hour.
- 2) Installation and calibration must be certified by the **Vendor**. Recalibrations shall be performed and certified by the **Vendor** as needed, at any time that the gauge is replaced or the data is out of the acceptable margin of error.
- 3) The sites do not have power supply; therefore all meters must have battery power supply. All sites must be capable of transmitting data wirelessly.
- 4) All Components of each rain gauge must be capable of operating in temperatures ranging from 32°F to 135°F and maintain a  $\pm 1$  minute per month time base accuracy.
- 5) The **Vendor** is to provide all maintenance, repairs and replacement services on equipment during the contract duration within 24 hours of notification.
- 6) Any cost associated with repairs and/or maintenance shall be paid by the **Vendor** and will not be incurred by the **City**. Maintenance includes, but not limited to repairs associated battery replacement, vandalism and/or theft. Re-installation and recalibration of the equipment will be at no additional cost to the **City**.
- 7) The **Vendor** is responsible for securing the gauge sites at all times while rain gauges are installed.



# City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-013

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## 11.4.3. Data Transmission, Management and Maintenance Services

The *Vendor* is responsible for procuring and maintain data transmission, management and maintenance services for all the flow monitoring and rain gauge station locations. The *Vendor* shall provide:

1. Wireless data transmission at each site calling in hourly to update the webpage with raw data.
2. Private web page, accessible only by authorized persons, for viewing collected data at all times. The Vendor shall offer data transmission support within 24 hours of notification.
3. Payment for the data collected at each site will only be granted if valid data is collected more than 95% of the time.
4. The Vendor shall provide maintenance and upgrades to the data transmission software, including City web page and provide data backup services.
5. The Vendor shall provide adequate training to City on use of web page and software use to obtain data.

The *Vendor* shall provide mobile telemetry communications to collect data and monitor equipment performance to help assure system uptime. The *Vendor* shall be reasonable for providing unlimited data storage associated with the flow and rainfall data and provide 24/7 access to unedited real-time data. All cost shall be included in the Data Collection / Maintenance cost and indicated in writing within the proposal.

The *Vendor* shall perform routine maintenance of the flow monitor installations and maintenance of rain gauge installations as needed and when necessary at each flow monitoring and rain gauge site where data indicates operations problems or equipment telemetry alarms indicate a problem. The *Vendor* shall guarantee a 95% uptime and accuracy of all data reported.

Routine maintenance includes verification of monitor calibration using independent velocity and depth measurement devices, verification of proper data collection and recording, cleaning of velocity and depth sensors, removal of accumulated sediment and debris in the vicinity of the flow monitor installation, and battery replacement. Monitoring of calibration shall be conducted over a range of flows and depths so as to properly understand conditions at the site that could lead to unusual vertical velocity profiles or horizontal distributions that could impact monitor accuracy.

Each field crew shall include a foreman or supervisor who has no less than five years of hands on experience in the installation and maintenance of the type of flow monitoring and rain gauge equipment. Resumes of each foreman or supervisor shall be provided to the *City* along with training certificates. Should field crew personnel change over the course of the project, new resumes of replacement staff shall be provided prior to their replacement along with training certificates specific to implemented flow monitoring equipment at the time of service. The *Vendor* shall provide a 24-hour accessible contact number for the responsible project manager.

# City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-013

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## 11.4.4. Safety Services (Traffic Control, OSHA, Health and Safety Plans, etc.)

The *Vendor* shall be responsible for providing all necessary traffic control in accordance with the US Department of Transportation Federal Highway Administrations Manual on Uniform Traffic Control devices. *Vendor* shall coordinate with *City* a minimum of 48 hours in advance of instances of traffic control being required.

In conformance with OSHA requirements, the *Vendor* shall be responsible for any confined space entry permits, health and safety plans, and shall take appropriate precautions during manhole entry during execution of this project. The *Vendor* shall also be responsible for complying with all local regulations related to public safety and traffic control.

## 11.5. Evaluation criteria

The following criteria shall be used to evaluate response submittals:

- A. Competency, experience and qualifications: Competency, experience and qualifications of the firm, as well as of key personnel to be assigned to the project, with projects of similar scope for clients of similar description. Quality and relevance of the identified client references. Any conflicts of interest between the firm and/or its key personnel and the *City*. Whether the firm has the financial wherewithal to perform the services described by the Request for Proposals. Value: up to 30 points.
- B. Thoroughness and quality of proposal: Thoroughness and degree of responsiveness of the proposal to the Request for Proposals, including the instructions. Degree to which the proposal conveys an understanding of the *City's* needs. Degree to which the proposal predicts the results of the *City* accepting that proposal and whether those results would address the *City's* stated goals and objectives. Value: up to 20 points.
- C. Schedule: Acceptability of proposed project schedule. Value: up to 20 points.
- D. Fee for proposed products and services: Value of grand total pricing, including expenses, with more points awarded to lower pricing. Value: up to 30 points.

# City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-013

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## 11.6. Information required to be included in proposal

The following information shall be included by the potential service provider in its submittal in order for it to be considered responsive:

### A. Competency, experience and qualifications:

1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history.
2. Describe the firm's experience, expertise, and capabilities, especially with respect to similar projects and clients, that makes it well qualified for this project.
3. Identify key personnel that would be assigned to this project and identify each individual's education, certifications, experience, and qualifications that makes him/her well qualified for this project.
4. Indicate the degree of availability of each identified individual for this project. Identify the number of additional projects which will be managed by key personnel during the timeframe of this project.
5. Identify how long the organization has been providing the services being requested.
6. Describe the firm's past success, including whether the project was completed on time, within budget and to a high level of quality, especially with respect to similar projects and clients.
7. List at least three (3) but no more than five (5) clients for whom, within the last three (3) years, the firm has provided services closely resembling the services being requested. For each client, describe the type of work performed by the firm, indicate similarities and differences of the client with the **City**, and note the period of time the firm was or has been retained as a client. For each client, include the name, title, street address, current e-mail address, and current telephone number of the person best informed and qualified to speak about the project that the **City** may contact as a reference for that client.
8. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the **City**.
9. Describe, and provide documentation to support the description of, the firm's financial wherewithal to perform the services requested.
10. Indicate the ability of the firm to meet the **City's** insurance requirements (see below).

# City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-013

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B. Thoroughness and quality of proposal:

1. Provide evidence that you understand the **City's** needs as described in the Request for Proposals.
2. Provide evidence that you have responded thoroughly to the Request for Proposals, including the instructions.
3. Predict the likely outcome from the **City's** perspective if the **City** should choose to accept your proposal. Identify and describe the benefits the **City** would be likely to derive from accepting your proposal, and what measures the respondent would employ to maximize the likelihood of the **City** achieving those benefits.
4. Indicate whether the **City** accepting your proposal would be likely to result in the **City** achieving its objectives. Explain whether and how the likely outcome predicted by the respondent would advance the **City's** interests.

C. Schedule:

1. Present a proposed project schedule which identifies all major events and tasks to be performed by the firm and the **City**, to include meetings and milestones. The schedule shall include allowances for periods of times and meetings required for **City** input as well as for the **City's** review and approval of submissions. The target date of completion of the initial installation, calibration and activation of the website and Site Installation Report (see Section 11.4.1) shall be two (2) months following issuance by the **City** of the notice to proceed. A completion date earlier than this date would be welcome.
2. Provide evidence of the firm's ability to complete and capacity to deliver the scope of work within the time frame indicated in the proposal.

D. Fee for proposed products and services:

1. Indicate on the Proposal Submittal Form the amount of the proposed fees. Proposed fees shall be all-inclusive of any expenses to be passed on to the City.

# City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-013

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## 11.7. Insurance Requirements

Before award of the procurement by the *City*, the successful *Vendor* shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate Limits shall apply on a Per Project Basis	Certificate of Insurance shall include the City of Franklin as Additional Insured with <u>attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful *Vendor* shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful *Vendor* shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the *City* of any such material modification or cancelation.

The successful *Vendor* agrees to impose the *City's* insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the *City* in advance of that subcontractor commencing work for this procurement.

# Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

## City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-013

<b>Vendor's name, street address, and mailing address:</b>	<hr/> <hr/> <hr/> <hr/>																																										
<b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>	<hr/> <hr/> <hr/> <hr/>																																										
<b>Does the proposer take any exceptions to the City's procurement solicitation?</b>	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer takes no exceptions.																																										
<b>Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?</b>	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer takes no exceptions.																																										
<b>Proposed fees for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges (all-inclusive of any expenses to be passed on to the City):</b>																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 8%;">Item</th> <th style="width: 32%;">Description (O&amp;M means operation and maintenance; I&amp;R means installation and removal)</th> <th style="width: 12%;">Quantity</th> <th style="width: 12%;">Units</th> <th style="width: 12%;">Unit Price</th> <th style="width: 23%;">Extended Price (Quantity multiplied by Unit Price)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Permanent Flow Monitor O&amp;M</td> <td style="text-align: center;">13</td> <td style="text-align: center;">Cost/Month</td> <td>\$ _____ ea. / mo.</td> <td>\$ _____ / mo.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Permanent Rain Gauges O&amp;M</td> <td style="text-align: center;">5</td> <td style="text-align: center;">Cost/Month</td> <td>\$ _____ ea. / mo.</td> <td>\$ _____ / mo.</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Permanent Flow Monitor I&amp;R</td> <td style="text-align: center;">13</td> <td style="text-align: center;">Each</td> <td>\$ _____ per each</td> <td>\$ _____</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Permanent Rain Gauges I&amp;R</td> <td style="text-align: center;">5</td> <td style="text-align: center;">Each</td> <td>\$ _____ per each</td> <td>\$ _____</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Temporary Flow Monitor O&amp;M</td> <td style="text-align: center;">17</td> <td style="text-align: center;">Cost/Month</td> <td>\$ _____ ea. / mo.</td> <td>\$ _____ / mo.</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Temporary Flow Monitor I&amp;R</td> <td style="text-align: center;">17</td> <td style="text-align: center;">Each</td> <td>\$ _____ per each</td> <td>\$ _____</td> </tr> </tbody> </table>	Item	Description (O&M means operation and maintenance; I&R means installation and removal)	Quantity	Units	Unit Price	Extended Price (Quantity multiplied by Unit Price)	1	Permanent Flow Monitor O&M	13	Cost/Month	\$ _____ ea. / mo.	\$ _____ / mo.	2	Permanent Rain Gauges O&M	5	Cost/Month	\$ _____ ea. / mo.	\$ _____ / mo.	3	Permanent Flow Monitor I&R	13	Each	\$ _____ per each	\$ _____	4	Permanent Rain Gauges I&R	5	Each	\$ _____ per each	\$ _____	5	Temporary Flow Monitor O&M	17	Cost/Month	\$ _____ ea. / mo.	\$ _____ / mo.	6	Temporary Flow Monitor I&R	17	Each	\$ _____ per each	\$ _____	<input type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
Item	Description (O&M means operation and maintenance; I&R means installation and removal)	Quantity	Units	Unit Price	Extended Price (Quantity multiplied by Unit Price)																																						
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6	Temporary Flow Monitor I&R	17	Each	\$ _____ per each	\$ _____																																						
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?</b>	<input type="checkbox"/> Yes. <input type="checkbox"/> No, proposer requests the following payment terms: _____																																										
<b>Last date (no sooner than April 30, 2015) that proposal and associated pricing is valid and may be accepted by the City:</b>	<hr/>																																										

# Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

## City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-013

<b>Proposer's name:</b>	_____
<b>Method of payment</b> – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
<b>Are the following included with this Proposal Submittal Form in the submittal?</b> <ul style="list-style-type: none"> <li>• Detailed vendor-supplied description of proposed product(s) and/or service(s);</li> <li>• Identification, listing and description of any exceptions to the procurement solicitation;</li> <li>• Contact information for required references (see Request for Proposals);</li> <li>• City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li> <li>• Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions;</li> <li>• Affidavit of Non-Collusion, executed in full;</li> <li>• Affidavit of Title VI Compliance, executed in full; and</li> <li>• if the proposer employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.</li> </ul>	<input type="checkbox"/> Yes, see enclosed.  <input type="checkbox"/> No, proposer chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the proposal non-responsive).
<b>Receipt acknowledged of any and all issued addenda to this solicitation:</b>	<input type="checkbox"/> Addendum No. _____ received. <input type="checkbox"/> Addenda Nos. _____ received. <input type="checkbox"/> No addenda received.
<b>Signature of proposer's authorized representative:</b> I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	_____ <div style="text-align: center;">(signature)</div>
<b>Title of proposer's authorized representative:</b>	_____
<b>Date of signature:</b>	_____

# Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Franklin, Tennessee

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

Affiant, \_\_\_\_\_, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
\_\_\_\_\_  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

- 2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- 3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- 4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
- 5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
- 6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

\_\_\_\_\_  
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public) My Commission Expires: \_\_\_\_\_

(Submitted in response to City of Franklin Purchasing Office Solicitation No. \_\_\_\_\_ - \_\_\_\_\_)



**Affidavit of Title VI Compliance**  
**a form required of Bidders and Proposers on purchases of services for the**  
**City of Franklin, Tennessee**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

Affiant, \_\_\_\_\_, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
\_\_\_\_\_  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

\_\_\_\_\_  
(signature of Affiant)

\_\_\_\_\_  
(title of Affiant)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
  
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
  
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
  
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of Franklin

\_\_\_\_\_

Attn: Purchasing Manager

\_\_\_\_\_

Re: City of Franklin Purchasing Office Solicitation No. \_\_\_\_\_ - \_\_\_\_\_

109 Third Ave. South

\_\_\_\_\_

P.O. Box 305

\_\_\_\_\_

Franklin, TN 37065-0305

\_\_\_\_\_

FAX: 615/550-0079

\_\_\_\_\_

E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

\_\_\_\_\_

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20\_\_ - \_\_\_\_)

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THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and \_\_\_\_\_ (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on \_\_\_\_ \_\_, 20\_\_ Purchasing Office Solicitation No. 20\_\_-\_\_, a procurement solicitation for bids for \_\_\_\_\_, and (b) on \_\_\_\_ \_\_, 20\_\_ Addendum No. \_\_ to Purchasing Office Solicitation No. 20\_\_-\_\_ (collectively, “SOLICITATION”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid/proposal dated \_\_\_\_ \_\_, 20\_\_ (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose the City’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY’s Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

8. CITY awarded on \_\_\_\_\_, 20\_\_ and now desires to retain **VENDOR** to \_\_\_\_\_, pursuant to SOLICITATION, SUBMITTAL and tabulation, as prepared by CITY, of bids received in response to SOLICITATION, a copy of which tabulation is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

**[OR]**

9. CITY awarded on \_\_\_\_\_, 20\_\_ and now desires to retain **VENDOR** to \_\_\_\_\_, pursuant to SOLICITATION and SUBMITTAL, and as follows:

Item No.	Description	Quantity	Unit Price	Extended Price	Invoice Due and Payable
1					upon delivery/completion, net 30 days from date of delivery/completion or date of invoice, whichever is later
2					upon delivery/completion, net 30 days from date of final delivery/completion or date of invoice, whichever is later
Total:	All specified materials and services				

10. **[If applicable:]** The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and **VENDOR** may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if **VENDOR** chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and **VENDOR** each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

11. In the event of a conflict between CITY's SOLICITATION and **VENDOR**'s SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within **VENDOR**'s SUBMITTAL, except for any exceptions identified by **VENDOR** in its SUBMITTAL and accepted at the time of award by CITY.

**[OR]**

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

For VENDOR:

For CITY:

\_\_\_\_\_  
(signature of VENDOR's authorized representative)

\_\_\_\_\_  
(signature of CITY's authorized representative)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_ Mayor

Approved as to Form:

\_\_\_\_\_  
Attorney for City of Franklin



**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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**Attachment No. 1**

**SOLICITATION**

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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**Attachment No. 2**

**SUBMITTAL**

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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## Attachment No. 3

### Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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**Attachment No. 4**

Indemnification Agreement

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20\_\_\_\_ - \_\_\_\_\_)

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**Attachment No. 5**

Tabulation of bids received

**Indemnification Agreement**  
**a form required of Bidders and Proposers on purchases of services for the**  
**City of Franklin, Tennessee**

On behalf of Bidder/Proposer, \_\_\_\_\_ agrees that:  
(printed name of person signing Agreement)

1. He or she is the \_\_\_\_\_ of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

\_\_\_\_\_  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

\_\_\_\_\_  
(signature of person whose printed name appears above)

\_\_\_\_\_  
(title of person whose printed name appears above)

**(Submitted in response to City of Franklin Purchasing Office Solicitation No. \_\_\_\_\_ - \_\_\_\_\_)**

**Form revised 02/25/2005**

**Affidavit of Drug-Free Workplace**  
**a form required of Bidders and Proposers on purchases of services for the**  
**City of Franklin, Tennessee**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

Affiant, \_\_\_\_\_, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
\_\_\_\_\_,  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

\_\_\_\_\_  
(signature of Affiant)

\_\_\_\_\_  
(title of Affiant)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

# City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-013

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1. Solicitation identified: This Addendum No. 1 applies to the following procurement:  
**supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges**  
**Purchasing Office Solicitation No.: 2015-013**
2. Notice to *Vendors* publication date: **November 6, 2014**
3. Solicitation release date: **November 6, 2014**
4. Addendum No. 1 release date: **November 17, 2014**
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **December 11, 2014, 2:00 p.m. Central Time**
6. Proposals submittal deadline and scheduled opening: **January 8, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **February 20 or March 6, 2015  
(depending upon whether interviews are conducted)**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **March 10 or March 24, 2015  
(depending upon whether interviews are conducted)**
9. Addendum:  
In reference to the City of Franklin's November 6, 2014 Purchasing Office Solicitation No. 2015-013 for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges, the City has determined that certain aspects of the solicitation need to be revised.  
  
The purpose of this Addendum No. 1 is: (1) to announce to all vendors who are known or thought to be interested in responding to the referenced solicitation the City's determination to revise certain aspects of the Request for Proposals; and (2) to release the revisions made to date to the Request for Proposals.  
  
Following are the revisions made to date to the Request for Proposals:
  - a. Attachment A to the Request for Proposals was inadvertently omitted from the package of solicitation documents as originally released. It is therefore being released with this Addendum No. 1.



# City of Franklin Addendum No. 1 to

## Purchasing Office Solicitation No.: 2015-013

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- b. The duration of the length of term for the 17 temporary wastewater flow meters was inadvertently omitted from the Request for Proposals. The duration of the length of term for the 17 temporary wastewater flow meters is four (4) months. Note that the duration of this length of term is an estimate and neither a guaranteed minimum nor a guaranteed maximum.
10. Proposal submittal deadline and scheduled opening: Please note that the submittal deadline and scheduled opening of all proposals received remains unchanged and is:

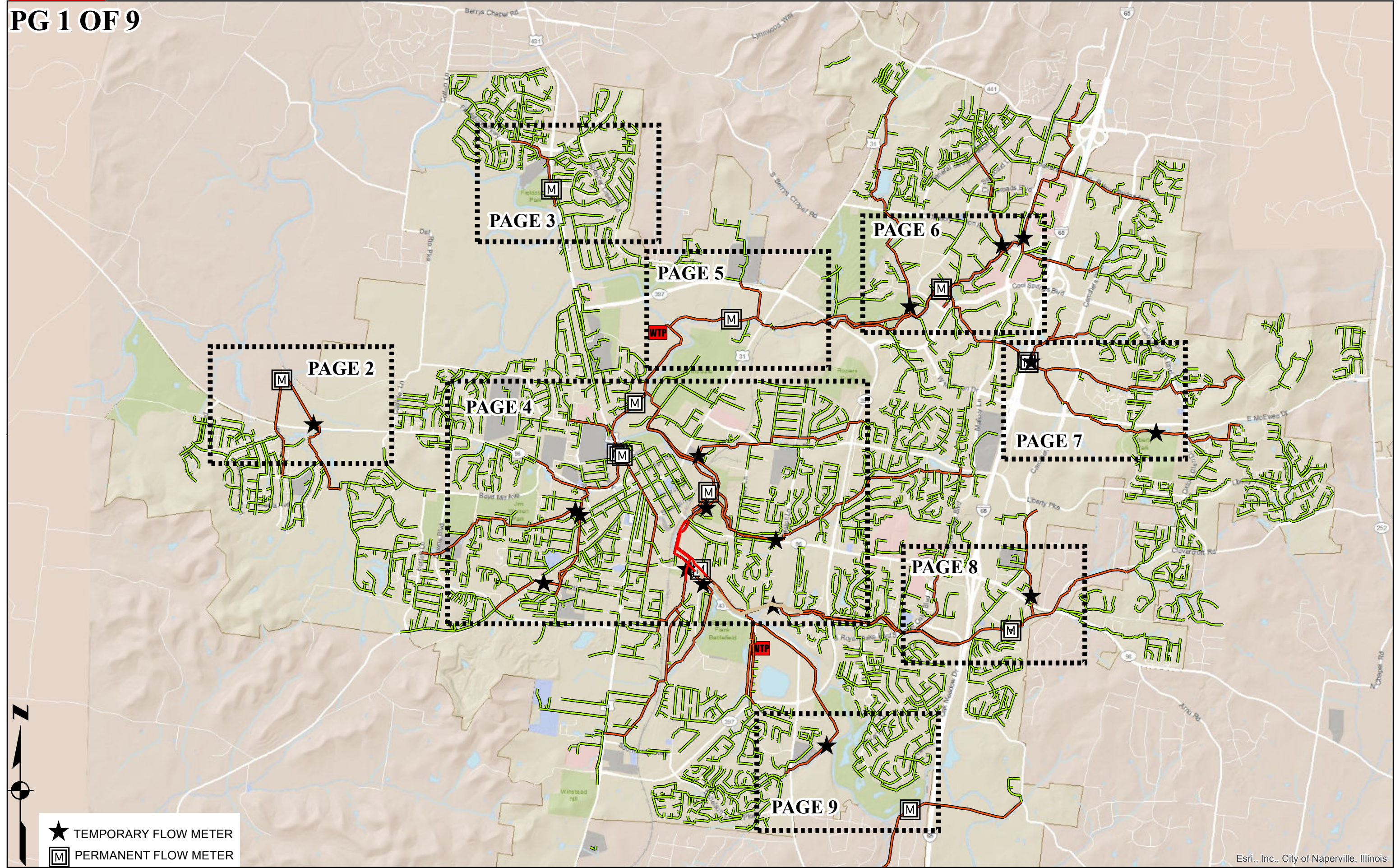
**January 8, 2015, 2:00 p.m. Central Time**

11. Acknowledge receipt of Addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
12. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation prior to the **December 11, 2014, 2:00 p.m. Central Time** deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office  
Franklin City Hall, Suite 107  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064  
[purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)  
Tel: 615/550-6692  
Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

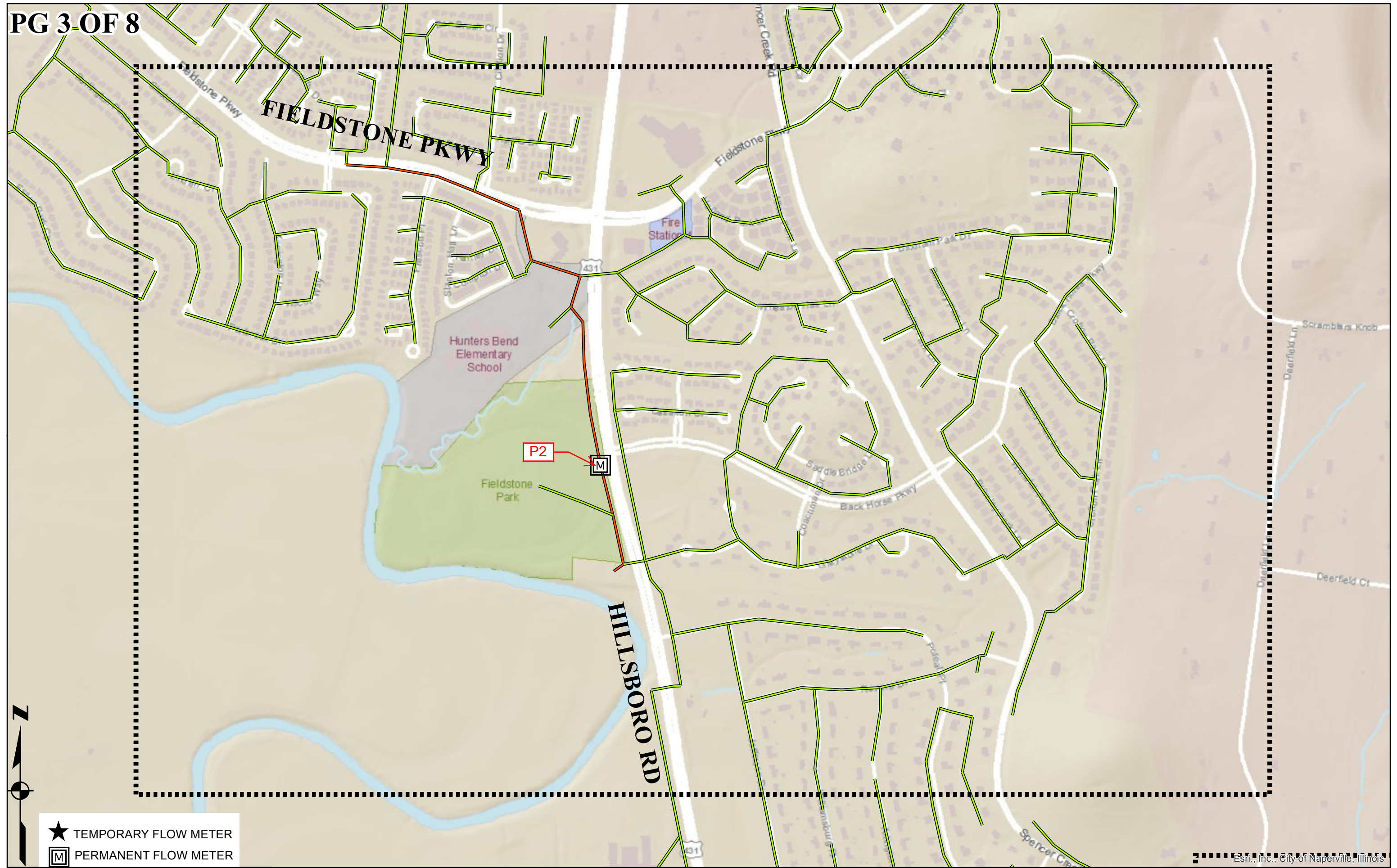
13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.



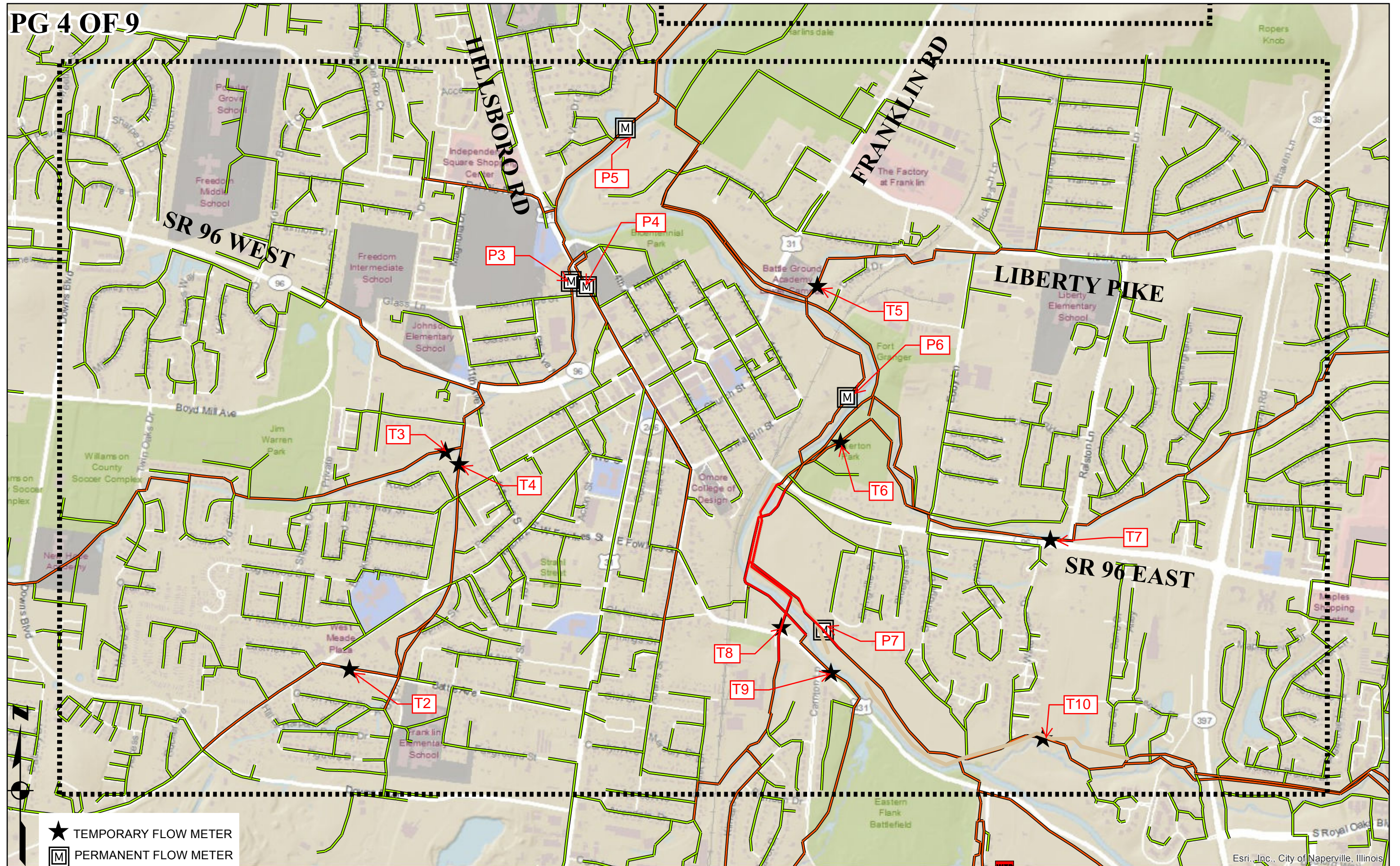
★ TEMPORARY FLOW METER  
M PERMANENT FLOW METER



- ★ TEMPORARY FLOW METER
- Ⓜ PERMANENT FLOW METER

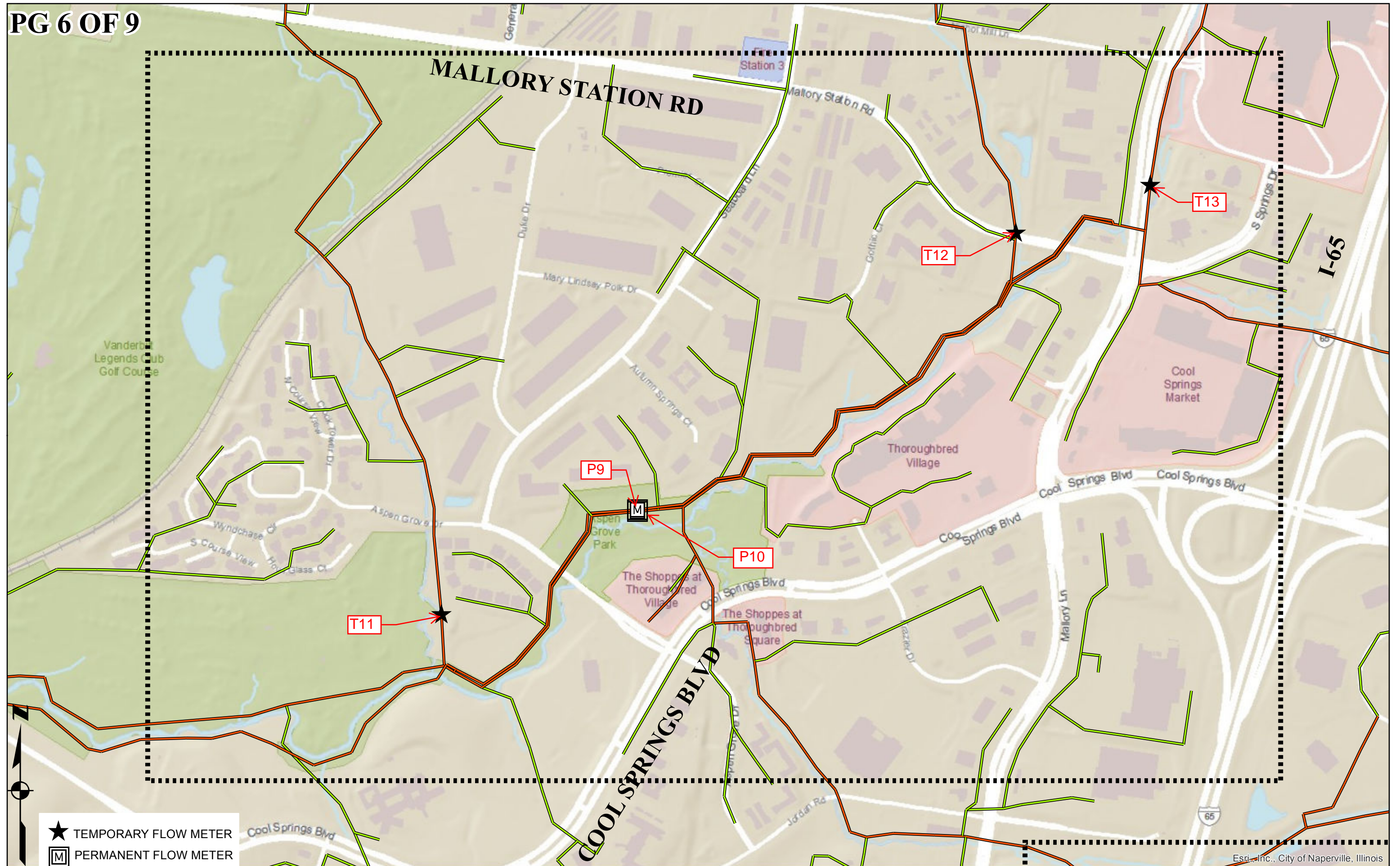


- ★ TEMPORARY FLOW METER
- Ⓜ PERMANENT FLOW METER

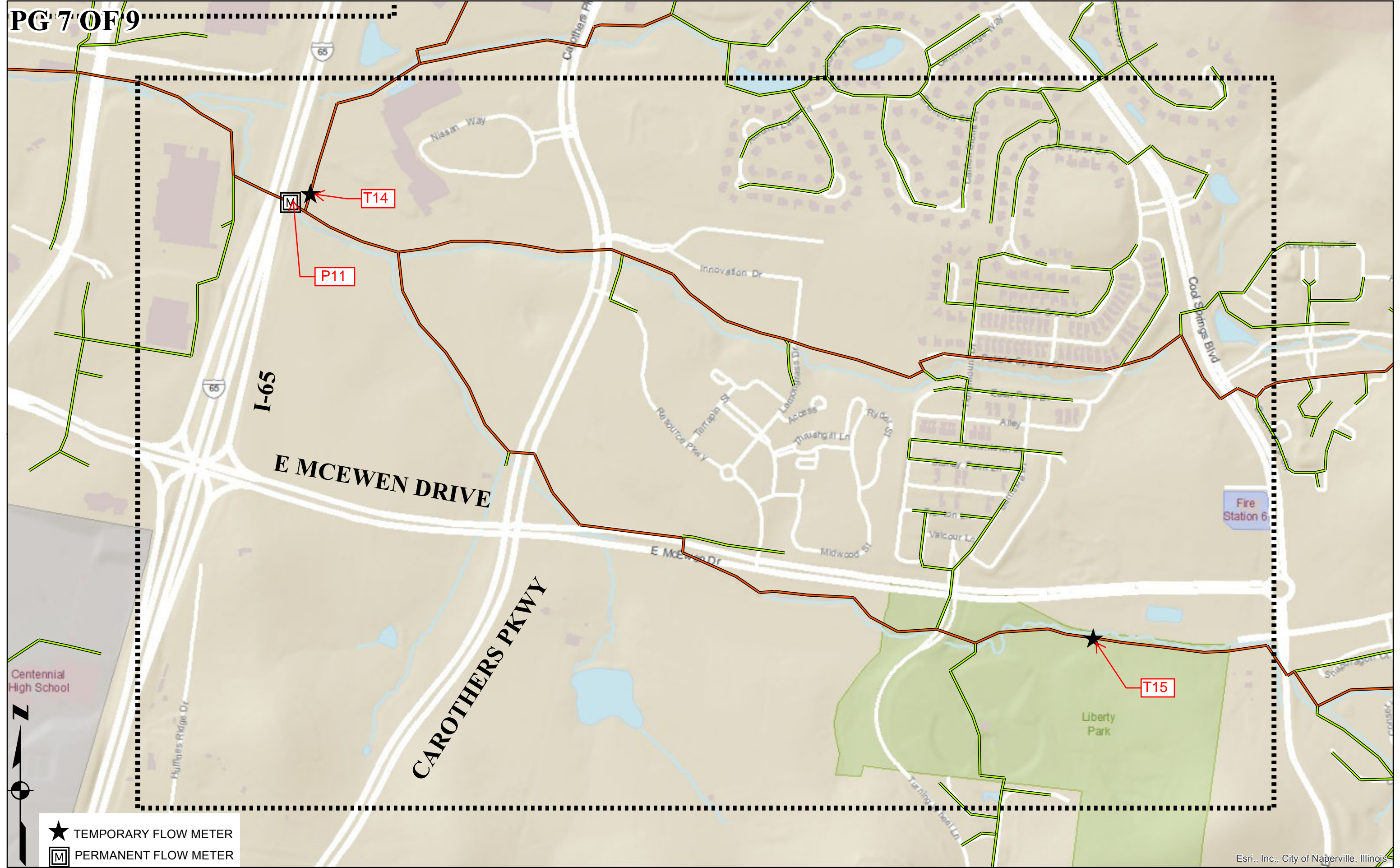




★ TEMPORARY FLOW METER  
[M] PERMANENT FLOW METER



★ TEMPORARY FLOW METER  
M PERMANENT FLOW METER

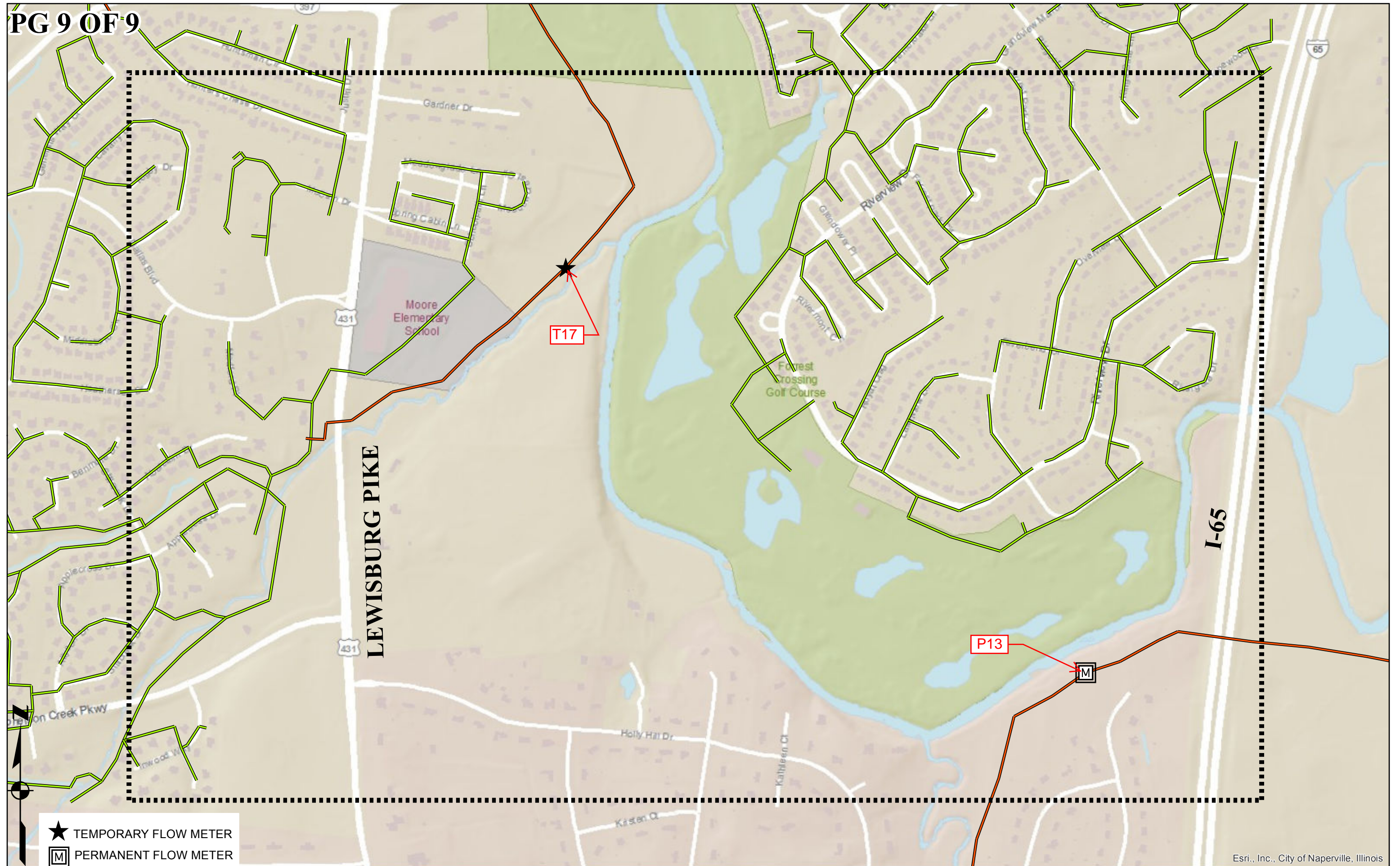


★ TEMPORARY FLOW METER  
M PERMANENT FLOW METER





★ TEMPORARY FLOW METER  
M PERMANENT FLOW METER



★ TEMPORARY FLOW METER  
[M] PERMANENT FLOW METER

# City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-013

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1. Solicitation identified: This Addendum No. 2 applies to the following procurement:  
**supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges**  
**Purchasing Office Solicitation No.: 2015-013**
2. Notice to *Vendors* publication date: **November 6, 2014**
3. Solicitation release date: **November 6, 2014**
4. Addendum No. 1 release date: **November 17, 2014**
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **December 11, 2014, 2:00 p.m. Central Time**
6. Addendum No. 2 release date: **December 22, 2014**
7. Proposals submittal deadline and scheduled opening: **January 8, 2015, 2:00 p.m. Central Time**
8. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **February 20 or March 6, 2015**  
(depending upon whether interviews are conducted)
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **March 10 or March 24, 2015**  
(depending upon whether interviews are conducted)

10. Addendum:

In reference to the City of Franklin's November 6, 2014 Purchasing Office Solicitation No. 2015-013 for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges, as amended by Addendum No. 1 thereto, the City has been asked certain questions about the solicitation by one or more vendors who are potential proposers.

The purpose of this Addendum No. 2 is to provide vendors who may be interested in responding to the referenced solicitation the City's responses to the questions that have been asked to date.

Please note that the submittal deadline and scheduled opening of all proposals received remains unchanged and is:

**January 8, 2015, 2:00 p.m. Central Time**

# City of Franklin Addendum No. 2 to

## Purchasing Office Solicitation No.: 2015-013

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Below are the questions asked to date and the City's responses thereto:

Q1: Sec 11.4.1(4) – Vendor is responsible for damages to equipment including acts of vandalism and theft. We would request that acts of vandalism and theft are the responsibility of the City as the Contractor is not in control of the manholes in which the equipment is placed.

A1: Section 11.4.1(4) of the City's Request for Proposals pertaining to this procurement solicitation reads as follows:

The **City** will not be held responsible for damage to flow monitoring equipment for the period in which the **Vendor** is responsible for maintenance and operation of said equipment.

Section 11.4.1(7) of the same Request for Proposals reads as follows:

Any cost associated with repairs and/or maintenance shall be paid by the **Vendor** and will not be incurred by the **City**. Maintenance includes, but not limited to repairs associated with debris, surcharge conditions, battery replacement, vandalism and/or theft. Re-installation and recalibration of the equipment will be at no additional cost to the **City**.

The City declines to revise either section 11.4.1(4) or section 11.4.1(7) of the referenced Request for Proposals. The Equipment shall be owned by the Vendor and should be adequately insured by the Vendor. However, at Vendor's request, the City may identify secure locations for the flow monitoring equipment. These locations could include City Facilities, Pump Stations, etc. Regardless, any cost associated with repairs and/or maintenance, as that term is defined in section 11.4.1(7) of the referenced Request for Proposals, shall be paid by the Vendor and will not be incurred by the City.

Q2: Section 11.4.1(6) – Vendor must provide a response to a request for maintenance within 24 hours of notification. [We] would like to request that this read two business days to eliminate potential overtime and weekend costs that would increase prices.

A2: Section 11.4.1(6) of the City's Request for Proposals pertaining to this procurement solicitation reads as follows:

The **Vendor** is to provide all maintenance, repairs and replacement services on equipment during the contract duration within 24 hours of notification. Some meters lie within secure **City** facilities and will require coordination with the **City** for replacement and maintenance of equipment with a minimum of 24 hours advance notice.

The City hereby revises section 11.4.1(6) of the referenced Request for Proposals to read as follows:

The **Vendor** is to provide all maintenance, repairs and replacement services on equipment during the contract duration within two **City** business days of notification. Note that some meters lie within secure **City** facilities and will

# City of Franklin Addendum No. 2 to

## Purchasing Office Solicitation No.: 2015-013

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require coordination with the *City* for replacement and maintenance of equipment with a minimum of 24 hours advance notice. Note also that, according to a provision of section 11.4.3 of the referenced Request for Proposals, “The *Vendor* shall guarantee a 95% uptime and accuracy of all data reported.”

Q3: Section 11.4.2(5) – Vendor must provide a response to a request for maintenance within 24 hours of notification. [We] would like to request that this read two business days to eliminate potential overtime and weekend costs that would increase prices.

A3: Section 11.4.2(5) of the City’s Request for Proposals pertaining to this procurement solicitation reads as follows:

The *Vendor* is to provide all maintenance, repairs and replacement services on equipment during the contract duration within 24 hours of notification.

The City hereby revises section 11.4.2(5) of the referenced Request for Proposals to read as follows:

The *Vendor* is to provide all maintenance, repairs and replacement services on equipment during the contract duration within two *City* business days of notification. Note that, according to a provision of section 11.4.3 of the referenced Request for Proposals, “The *Vendor* shall guarantee a 95% uptime and accuracy of all data reported.”

Q4: Sec 11.4.2(6) – Vendor is responsible for damages to equipment including acts of vandalism and theft. We would request that acts of vandalism and theft are the responsibility of the City as the Contractor is not in control of the manholes in which the equipment is placed.

A4: Section 11.4.2(6) of the City’s Request for Proposals pertaining to this procurement solicitation reads as follows:

Any cost associated with repairs and/or maintenance shall be paid by the *Vendor* and will not be incurred by the *City*. Maintenance includes, but not limited to repairs associated with battery replacement, vandalism and/or theft. Re-installation and recalibration of the equipment will be at no additional cost to the *City*.

The City declines to revise section 11.4.2(6) of the referenced Request for Proposals. The Equipment shall be owned by the Vendor and should be adequately insured by the Vendor. However, at Vendor’s request, the City may identify secure locations for the rain gauges. These locations could include City Facilities, Pump Stations, etc. Regardless, any cost associated with repairs and/or maintenance, as that term is defined in section 11.4.2(6) of the referenced Request for Proposals, shall be paid by the Vendor and will not be incurred by the City.

## City of Franklin Addendum No. 2 to

### Purchasing Office Solicitation No.: 2015-013

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- Q5: Section 11.4.3(3) - 95% uptime; further down it states “95% uptime and accuracy of all data reported.” If this can be construed to mean that accurate data will be available at least 95% of the time, then it is ok.
- A5: The Vendor shall guarantee that 95% of the data is valid within a given pay period.
- Q6: Section 11.7 – Insurance required to be on a per project aggregate basis. Will the City accept \$2M per occurrence with \$4M in general annual aggregate in lieu of a per-project aggregate?
- A6: No, the City declines to revise section 11.7 of the City’s Request for Proposals pertaining to this procurement solicitation.
- Q7: Article 12 of Standard Procurement Terms – Indemnification is unlimited. Will the City accept all or part of the following modifications to the Indemnification agreement? “Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorney’s fees, by reason of any loss, whatsoever, to the extent such losses arise arising out of or relating relate to ~~or in consequence of the work done negligently performed~~ in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned ~~solely~~ by the negligence of the City of Franklin.”
- A7: No, the City declines to revise section 12 of the City’s Standard Procurement Terms and Conditions for this procurement solicitation.
- Q8: Indemnification Agreement – the above changes if accepted would need to be made to the indemnification agreement as well.
- A8: No, the City declines to revise City’s Indemnification Agreement for this procurement solicitation.
- Q9: We did not receive and request a copy of Attachment A mentioned in section 11.4.1.
- A9: See Addendum No. 1 to this procurement solicitation.
- Q10: Will the temporary and permanent flow meters be installed at the same time?
- A10: No, the temporary and permanent flow meters will not be installed at the same time. The timing and sequence of installation of the temporary and permanent flow meters will be determined by the City after the City and the successful proposer have executed a contract.
- Q11: Will any rain gauges be located at the same sites as the temporary or permanent flow meters?
- A11: No.

# City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-013

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11. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
  
12. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:  

City of Franklin Purchasing Office  
Franklin City Hall, Suite 107  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064  
[purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)  
Tel: 615/550-6692  
Fax: 615/550-0079
  
13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2015-0035)

---

**Attachment No. 2**

SUBMITTAL



**Proposal For:**

**The City of Franklin, Tennessee**

**Solicitation No.: 2015-013  
Open Channel Flow Monitoring**

**Submitted By:**

**The Hach Company**

**Loveland, Colorado**

**January 8, 2015**



City of Franklin Purchasing Office  
Franklin City Hall, Suite 107  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064  
[purchasing@franklin.tn.gov](mailto:purchasing@franklin.tn.gov)  
615-550-6692

January 6, 2015,

RE: Solicitation No.: 2015-013

On behalf of the Hach Company we are pleased to submit this proposal to the City of Franklin for Flow Monitoring Services. We encourage you to review the document and contact the listed references as appropriate as you consider Hach for selection of this project.

Our bid, which we are confident you will find very competitive, is based on Hach Data Delivery Services and our award winning, non-contact FLO-DAR flow meters. FLO-DAR has become the technology of choice for programs like the City of Franklin because of the advanced capabilities offered by the non-contact Doppler radar technology. Savings to our customers, especially in contracts of 12 months or longer, are significant without any compromise in data quality. Specifically, the Flo-Dar flow meter system:

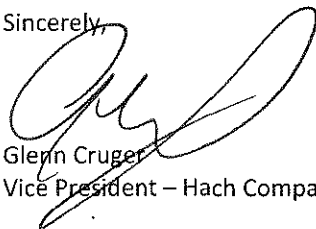
- Proven calibration accuracy and stability
- Is not subject to sensor fouling common with in flow submerged sensors
- Has on-board advanced diagnostics that allow Hach to verify sensor performance and identify possible maintenance needs remotely and immediately.

Projects such as this require personnel with knowledge, experience, and responsiveness to deliver a timely, high quality product. Hach has assembled a team of highly qualified professionals who have extensive experience in all aspects of similar projects and who will be available to the City of Franklin on an as-needed basis. We have successfully completed and are actively involved in many sanitary sewer flow monitoring projects of similar and greater scope throughout the country.

Hach Company appreciates the opportunity to conduct business with you and look forward to working with the City of Franklin, TN.

Thank you for providing Hach Company the opportunity to submit this proposal.

Sincerely,



Glenn Cruger  
Vice President – Hach Company



## Table of Contents

### Proposal Submittal Form - City of Franklin, Tennessee

Introduction	1
Company Information	2
Customer Service / Support	3
Personnel	4
Product and Services	7
Project Schedule	12
Select Project Experience and References	13

### Attachments

Standard Procurement Terms and Conditions – City of Franklin, Tennessee  
Standard Data Delivery Services Contract - Hach Company  
Affidavit of Non-Collusion – City of Franklin, Tennessee  
Affidavit of Title VI Compliance – City of Franklin, Tennessee  
Indemnification Agreement – City of Franklin, Tennessee  
Affidavit of Drug-Free Workplace – City of Franklin, Tennessee

### Data Sheets

Hach Data Delivery Services  
Hach Flo-Dar Non-Contact Sensor  
Sigma Rain Logger  
Hach FL900 Wireless Flow Logger  
Hach FSDATA Flow Data Manager

# Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

## City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-013

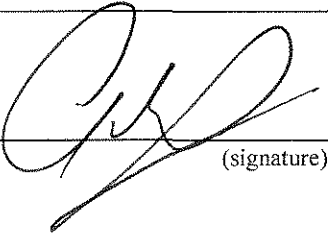
<b>Vendor's name, street address, and mailing address:</b>	Hach Company <hr/> 5600 Lindbergh Drive <hr/> Loveland, CO 80538 <hr/> Tel: 970-461-3937 Fax: 970-619-5150 <hr/>																																																																																				
<b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>	Ian Morrison <hr/> Project Manager <hr/> 970-461-3937 <hr/> imorriso@hach.com <hr/>																																																																																				
<b>Does the proposer take any exceptions to the City's procurement solicitation?</b>	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.																																																																																				
<b>Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?</b>	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.																																																																																				
<b>Proposed fees for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges (all-inclusive of any expenses to be passed on to the City):</b>																																																																																					
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<b>Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to proposer?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____																																																																																				
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, proposer requests the following payment terms: _____																																																																																				
<b>Last date (no sooner than April 30, 2015) that proposal and associated pricing is valid and may be accepted by the City:</b>	June 30, 2015 <hr/>																																																																																				

# Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

## City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-013

<b>Proposer's name:</b>	Hach Company
<b>Method of payment</b> – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
<b>Are the following included with this Proposal Submittal Form in the submittal?</b> <ul style="list-style-type: none"> <li>• Detailed vendor-supplied description of proposed product(s) and/or service(s);</li> <li>• Identification, listing and description of any exceptions to the procurement solicitation;</li> <li>• Contact information for required references (see Request for Proposals);</li> <li>• City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li> <li>• Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions;</li> <li>• Affidavit of Non-Collusion, executed in full;</li> <li>• Affidavit of Title VI Compliance, executed in full; and</li> <li>• if the proposer employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.</li> </ul>	<input checked="" type="checkbox"/> Yes, see enclosed.  <input type="checkbox"/> No, proposer chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the proposal non-responsive).
<b>Receipt acknowledged of any and all issued addenda to this solicitation:</b>	<input checked="" type="checkbox"/> Addendum No. <u>1</u> received. <input checked="" type="checkbox"/> Addenda Nos. <u>2</u> received. <input type="checkbox"/> No addenda received.
<b>Signature of proposer's authorized representative:</b> I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	 (signature)
<b>Title of proposer's authorized representative:</b>	Vice President
<b>Date of signature:</b>	1/6/2015

## **Introduction**

The City of Franklin released Request for Proposal #2015-013 for the provision of Open Channel Flow Monitoring and Rain Gauging Services. The project scope includes installation, removal, and maintenance of thirteen (13) permanent wastewater flow meters, seventeen (17) temporary wastewater flow meters, and five (5) rain gauges in monitoring location identified and designated by the City of Franklin. Once installed, flow data will be immediately available to the City via the web based FSData interface with a 95% monthly data uptime guarantee per meter. The service duration of this project is for 36 months with the option to extend for two additional 12 month periods.

Based on the provided information, Hach is pleased to submit the following proposal to the City of Franklin.

For this project, Hach proposes to use the non-contact FLO-DAR AV sensor with SVS, Sigma Rain Gauge and the FL900 flow logger with integrated cellular modem. The FLO-DAR AV sensor with SVS is a non-contact sensor utilizing stable digital Doppler radar and ultrasonic technologies. Non-contact means the flow sensor is mounted above the flow which greatly reduces the likelihood of sensor "fouling" and resulting data lost or inaccuracies. The FLO-DAR will also be outfitted with the Surcharge Velocity Sensor (SVS) for continuous flow monitoring in surcharge conditions. This proposal also includes the Sigma Rain Gauge for accurate, wireless rain gauging. The Sigma Rain Gauge uses tipping bucket technology with 0.01" resolution. The FLO-DAR and Sigma Rain Gauge will be paired with the FL900 flow logger which will record data locally and wirelessly upload the recorded data hourly to the FSData web based interface with redundant security and password account protection. This monitoring solution has been configured to provide the City of Franklin with reliable, accurate, gap-free data. Hach was given the opportunity to prove this solution during a recent live demo at the City of Franklin Spencer Creek location.

The City of Franklin will have 24/7 access to the raw flow data captured by the installed flow meters and rain gauges through the FSData web interface. Data will be available for viewing in tabular, graphical, and scatterplot formats. FSData also provides the City of Franklin with a wide variety of reporting and exporting options including pre-formatted reports and text or Excel formatted exports. FSData is backed up regularly and maintained by the Hach IT department based in Loveland, CO.

Hach offers the industry leading 95% data uptime guarantee per meter per month which gives the City the confidence that flow data will be available when needed. Hach has extensive experience in projects similar to the one proposed by the City of Franklin and has standard procedures for installation and meter maintenance. Hach's standard practice for maintaining the accuracy of our monitoring sites starts with precise meter placement and an in-situ calibration at the time of installation.

Once Hach's Field Service Managers and certified installation team are satisfied with the performance of the sensor, Hach's Technical Support headquarters in Loveland monitors the sites to ensure proper sensor performance. Sensor diagnostic parameters logged by the FL900 flow meter are routinely reviewed to ensure the radar and ultrasonic sensors are performing per factory specifications and reported data is within an acceptable margin of error. Rather than burden the project with the cost of regimented site visits, Hach performs site maintenance only when anomalies are detected, saving significant maintenance costs, and passing those savings along to the City in the form of the most competitive price available for this quality of data.

Hach has a team of regionally based field service technicians and local service partners available to respond to issues identified in the daily reviews. Hach maintains an East Coast field office which allows Hach to address emergency service needs and ensure equipment is functional in a timely manner.

Hach has also chosen to enhance its local capacity by teaming with local service provider, Hydro Solutions for flow meter installation, calibration, and as needed services.

Maintenance and repair of the installed flow meters and rain gauges are included in this proposal. The City of Franklin will never have to worry about unforeseen costs. If there is ever a problem with any of the meters, Hach will strive to repaired or replace the instrument within the data uptime guarantee.

Hach Company is committed to personal and site safety. Hach and its subcontractors comply with all Federal, State, Local, ANSI, and OSHA regulations. Technicians performing confined space entry are fully trained and certified. Necessary traffic control will follow the US Department of Transportation Federal Highway Administrations Manual on Uniform Traffic control devices and all work performed by subcontractors is under the direction of, and certified by, Hach personnel. Hach Flow is submitting as the Primary Contractor for this proposal and all other firms are participating as sub-consultants.

Ian Morrison has been assigned project manager and will be responsible for the execution of the contract, if awarded. Mr. Morrison has over eight years' experience in the wastewater flow monitoring industry and will act as the primary point of contact for the City of Franklin. He will be assisted by the entire Hach DDS Services Team.

**Our mission is to provide the City of Franklin with accurate, timely data and a superior customer experience.**

## Company Information

### Hach Company

5600 Lindbergh Drive  
Loveland, CO 80539  
Corporate Phone: (800) 227-4224  
Customer Service Phone: (800) 368-2723  
www.HachFlow.com

### Ian Morrison

Project Manager – Data Delivery Service  
Office: (970) 461-3937  
Mobil: (240) 397-0759  
Email: imorriso@hach.com

### Hach Company - Flow Products & Services

Hach Company - Flow Products and Services, including our legacy brands Sigma and Marsh-McBirney, has been a leader in the waste water flow monitoring industry for over forty years with a proven track record of creating industry-leading innovations with unwavering product accuracy in the open-channel flow measurement world. Empowering you with true and timely flow data for your analysis, we dramatically reduce your risk and enable you to make critical wastewater flow decisions with absolute confidence. And smart decisions mean you're proactively managing your flow, rather than reactively dealing with problems. From state-of-the-art wireless flow loggers and industry-pioneering non-contact flow sensors, as well as our revolutionary Hach Data Delivery Services (DDS), Hach Flow is committed to providing flexible solutions for all of your flow monitoring challenges.

Hach Flow's innovative history and spirit of continuous improvement is all made possible through our parent organization, Hach Company. Through their support we have access to expert technical resources far greater than our nearest competitor—assets that we employ daily to create pioneering products and services. Solidly partnered, Hach Flow never stands alone in our commitment to delivering unequivocally accurate and immediate sewer flow data to our customers.

\*There is no conflict of interest between Hach and/or key personnel and the City of Franklin.

## Availability of Parts, Warranties, and Service

### Manufacturing

Hach Flow is the manufacturer of the flow monitoring equipment to be utilized on this project. Hach is sole proprietor of the Hach equipment. By utilizing Hach's Data Delivery Services to fulfill the contract, Hach assumes responsibility to maintain the equipment for the length of the contract. No parts or additional service costs will be charged to the City as these costs are covered in the Data Delivery Services (DDS). Hach always endeavors to maintain a robust on-hand inventory of flow meters and sensors for back-up situations.

## Customer Service / Support

### Customer Support

Hach Flow has a dedicated customer support team based in Loveland, Colorado. The customer support group has a live receptionist to direct incoming calls to the appropriate team member. In the event the receptionist is not available, calls will be routed to the main Hach operator to be transferred to the appropriate flow group.

**Hach Flow Support:** (800) 368-2723

**Fax:** (970) 619-5150

**Customer Service Mailbox:** [hachflowsales@hach.com](mailto:hachflowsales@hach.com)

**Flow Support Hours:** 6:30am (MTN) to 4:30pm (MTN)

### 24/7 Technical Support

Hach Flow has a dedicated technical support team based in Loveland, Colorado. The technical support group members are trained on Hach hardware and software products. These individuals solely focus on the Flow Monitors. The technical support group provides site visits, phone call support, and troubleshooting.

**Hach Flow Support:** (800) 368-2723

**Technical Service Mailbox:** [flowtechsupport@hach.com](mailto:flowtechsupport@hach.com)

**24/7 After Hours Technical Support:** (800) 635-1230

### Regionally Based Field Support

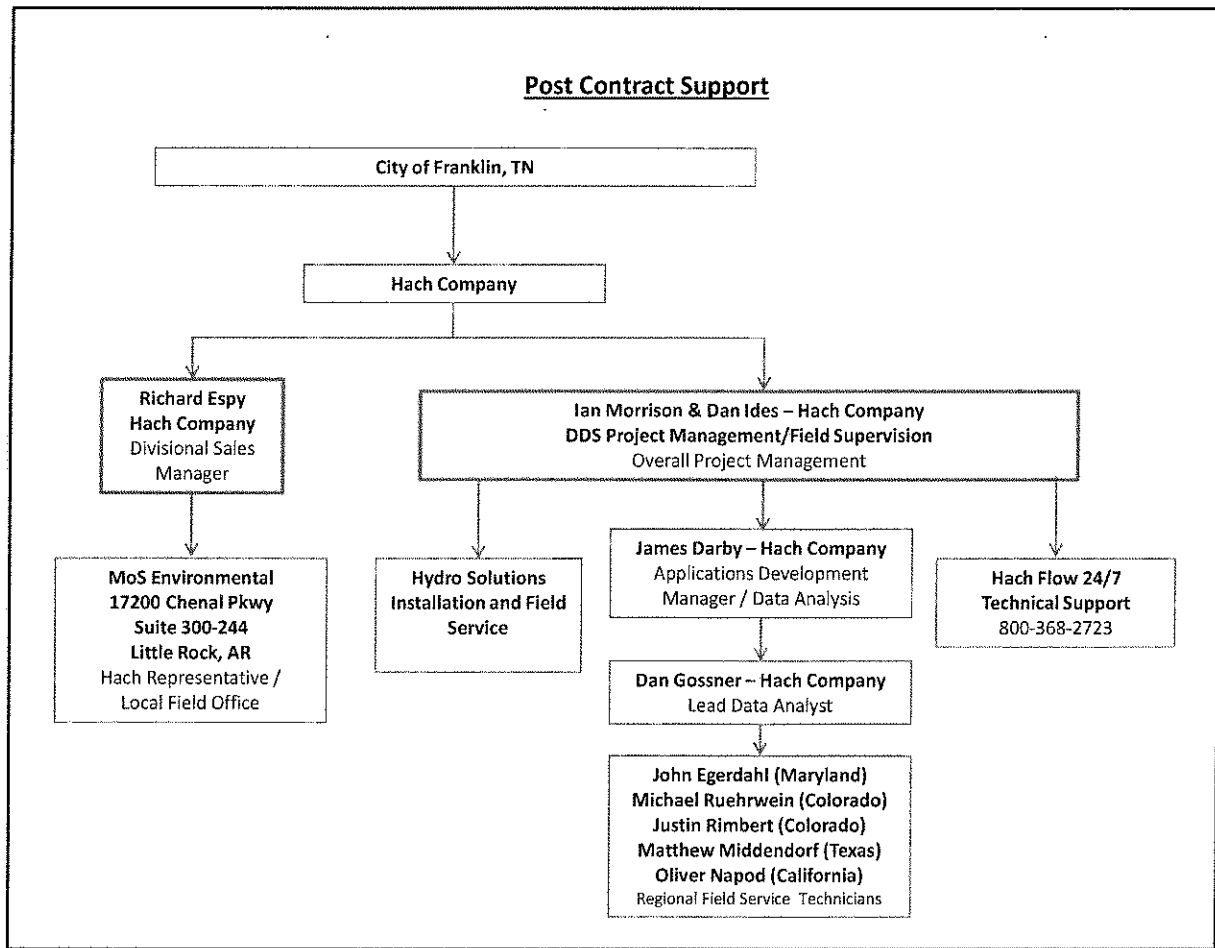
Hach Flow has field service technicians regionally based to provide prompt service response. Hach flow field service technicians are trained on all Hach Flow Hardware and Software products. They provide skilled field repair as well as site selection and application optimization.





## Personnel

Hach Flow has an experienced team of flow monitoring professions and partners with regional and local leaders in the flow monitoring industry to deliver highly accurate flow metering data to the City of Franklin. Our project team member's experience provides a wealth of flow monitoring/collection system knowledge and will be available to the City and this project on an as needed basis. In addition to the personnel listed below, Hach Flow provides 24/7 technical support and has access to the full talent resources of the Hach Company. The following is our proposed organizational structure designed to meet all of the needs for this project.



## **Ian Morrison – DDS Project Manager**

### **Professional Experience**

Ian Morrison has eight years' experience with the Hach Company in a variety of functional and supervisory roles. Prior to becoming a Project Manager, Mr. Morrison was the Technical/Field Support Supervisor providing hands on direction of pre and post-sale product and application support including all technical issues involved with the installation, operation, and maintenance of Hach Company Flow Monitoring hardware and software. He also has numerous years of field experience which gives him a wide understanding of the challenges faced with project of this size.

### **Projects**

SAWS, City of San Antonio, Texas – 200+ flow sites, multi-year project  
Dallas, City of Dallas, Texas – 52 flow sites, multi-year project  
Hawaii, City and County of Honolulu – 100+ flow sites and 30 rain gauges, multi-year project  
Nevada, Clark County Water Reclamation District – 49 flow sites, multi-year project  
California, University of California – San Diego (UCSD), 5 flow sites, multi-year project

### **Education**

Bachelor of Science - University of Maryland, College Park

## **Daniel Ides - DDS Project Manager/Field Supervisor**

### **Professional Experience**

Dan Ides has over 26 years of technical experience in the water and wastewater industry. In his various roles he served as a field service supervisor where he actively managed field personnel, coordinated customer contact for projects, installed and maintained flow meters, rain gauges, samplers and other micro processing equipment.

Mr. Ides joined Hach Flow's flow metering group in January 2012 as the Project Manager/Field Supervisor for Hach's Data Delivery Services (DDS).

### **Projects**

SAWS, City of San Antonio, Texas – 200+ flow sites, multi-year project  
Dallas, City of Dallas, Texas – 52 flow sites, multi-year project  
Hawaii, City and County of Honolulu, 100+ flow sites and 30 rain gauges, multi-year project  
Nevada, Clark County Water Reclamation District, 49 flow sites, multi-year project  
California, City of Santa Barbara, 5 flow sites, multi-month project  
California, University of California – San Diego (UCSD), 5 flow sites, multi-year project

### **Military Service**

United States Marine Corp, 1986-1990

### **Certifications**

CWEA collection system maintenance grade 1 technical certification  
Municipal Treatment Plant Operator Course, Palomar College, San Marcos  
Nassco Pipe Line Assessment Certification  
40-hour HAZWOPER Certification (not active)  
Confined Space Entry Certification  
DOT Hazardous Waste Shipping Certification

### **James Darby – Applications Development Manager (Advanced Data Analysis)**

#### **Professional Experience**

Mr. Darby has over 40 years of experience in development and application of wastewater metering technologies. He joined Marsh-McBirney Inc. in 1972 and continued as a key team member since the acquisition by Hach in 2006. He is a leading expert in electromagnetic and radar based flow measurements and holds a patent in relation to electromagnetic velocity measurement in fluids.

As one of the developers of both electromagnetic and radar based flow measurement technologies and with over 40 years application experience, Mr. Darby is a highly experience resource for advanced data review and analysis.

#### **Military Service**

United States Air Force, 1966 – 1970

#### **Additional Information**

Granted US Patent 3,898,881 / Apparatus for Measuring the Velocity of an Electrically Conductive Fluid

#### **Education**

Montgomery College and University of Delaware  
B.S. Equivalent – Electrical Engineering

### **Dan Gossner – Lead Data Analyst**

#### **Professional Experience**

Mr. Gossner has seven years of experience with Hach Flow. His in-depth technical knowledge, combined with his troubleshooting ability, allows him to offer customers top-level support in the selection, installation, and operation of Hach Flow monitoring, and water quality sampling equipment.

Dan Gossner has extensive experience in pre and post-sale product and application support including all technical issues involved with the installation, operation, and maintenance of Hach Flow Monitoring hardware and software. Mr. Gossner draws from his education background when developing customer focused training and support materials. His past experience with the ABB Company where he was responsible for design and functionality of ABB Flow Meters has been a significant asset for his work here at Hach.

#### **Education**

B.S. in Electrical Engineering from Geneva College and graduated Summa Cum Laude

### **John Egerdahl – Field Service Technician**

### **Mike Ruehrwein – Field Service Technician**

### **Justin Rimbart – Field Service Technician**

### **Matthew Middendorf – Field Service Technician**

### **Oliver Napod – Field Service Technician**

## Project Scope

### Monitoring Sites

Hach is proposing to monitor sites with the Hach FLO-DAR AV Flow Meter Sensor with Surge Velocity Sensor and the Sigma Rain Gauge paired with the battery powered FL900 series wireless logger. The FL900 flow logger will provide local power, processing, and data storage and will utilize an integrated cellular modem to provide wireless communication with the FSDATA web based data management software. Hach intends to evaluate each site and select the correct sensor technology to provide the highest quality flow data. In some cases, Hach may install multiple sensor technologies and/or redundant sensors as needed.

### The FLO-DAR AV Sensor

The FLO-DAR is a highly effective non-contact AV sensor utilizing three unique sensing technologies to deliver highly-accurate, consistent flow data in both normal and surcharge conditions:

1. Advanced Digital Doppler radar velocity sensor
2. Ultrasonic Pulse Echo level sensor.
3. Electromagnetic surcharge velocity sensor
4. Piezo surcharge level sensor



### Specifications

**Velocity Range:** .75 to 20 ft/s

**Depth Measurement Range:** 0 to 20 in.

**Surcharge Velocity Range:** +- 16 ft/s

**Flow Accuracy:** +- 5% of reading typical where flow is in a channel with uniform flow condition

### Hach/Sigma Tipping Bucket Rain Gauge

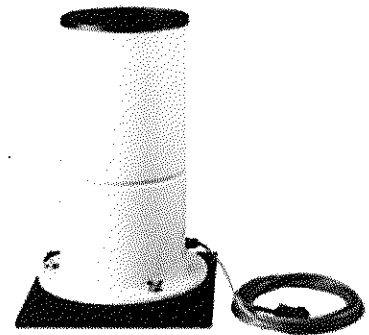
Sigma Rain Gauge Tipping Buckets provide a straightforward approach to accurately and automatically measuring rain. Built to National Weather Service standards, the gauge accurately measures rainfall in 0.01" increments. The tipping bucket mechanism tips with every 0.01" of rainfall, producing a momentary contact closure with each movement:

1. Proven tipping bucket technology
2. Built-in bubble level to ensure correct positioning of the unit.
3. Stainless steel funnel screen to prevent plugging from debris

### Specifications

**Resolution:** 0.01" rainfall per bucket tip

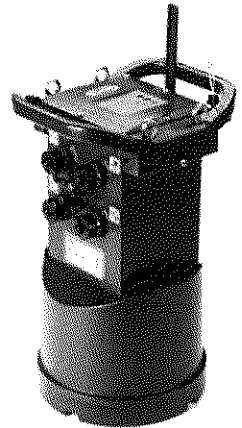
**Accuracy:** 0.5% at 0.5" per hour



## Hach FL900 Series Flow Logger with Cellular Telemetry

All flow and rain gauge sites will record and transmit data via the wireless-enabled Hach FL900 Series Flow Logger—connected through a major carrier cellular network. In addition to wireless data transmission, the FL900 logger also provides local data storage of all readings for data redundancy and integrity. The logger will hold 325,000 event time-stamp independent data points.

The Hach FL900 Logger is available with multiple sensor input ports, all of which are “plug and play” with the capability to automatically detect the type of connected sensor or gauge. The FL900 also has the flexibility to be powered by battery, line, and solar power. Hach is proposing the standard FL900 power configuration including four (4) internal 6v lantern batteries paired with an external long life alkaline battery pack. This battery combination provides over 12 months of continuous operation at 15 minute logging intervals with regular data uploads.



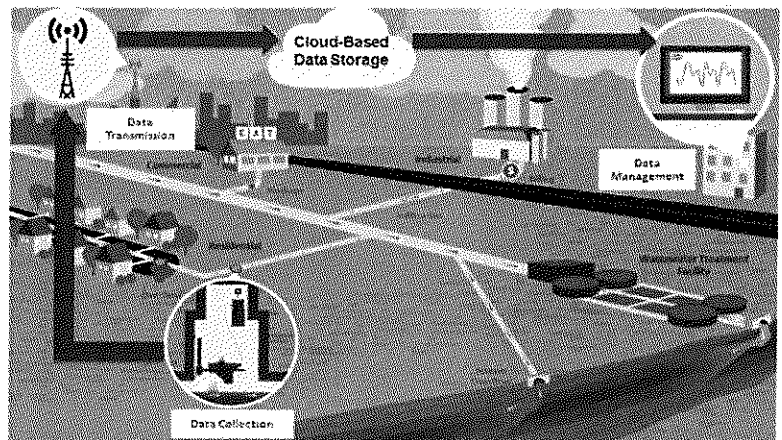
Hach released the FL900 series logger platform in 2010 to act as a universal platform for all of the Hach flow sensors and to provide a meter solution with an integrated cellular modem. This provides the City with the latest and most modern design.

## Data Transmission (Telemetry)

The proposed Hach FL900 Series Flow Logger is a wireless logger with an integrated cellular modem. Hach Flow utilizes a “Push Data” methodology to provide data to the receiving server application. At hourly intervals, the logger will use the imbedded modem to transmit (push) data to the internet with a static IP address for the final destination. This IP address represents the Hach server hosting the application software (FSDATA) that will receive the data and update the associated database. The data sent by the logger contains a “Server Verification Code”

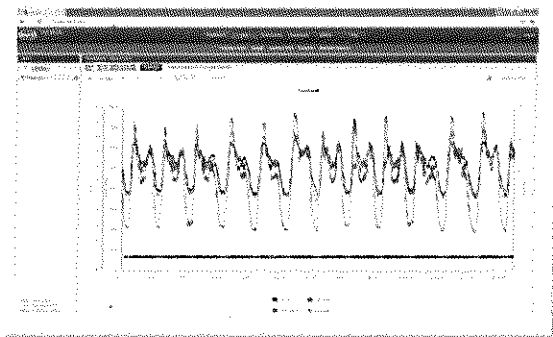
(SVC) that is included in the logger programming and is screened by the server. Any incoming data must contain a valid SVC and meter serial number to be allowed into the system.

The integrated modem is available in CDMA2000, 1xRTT, or GPRS protocols. This allows Hach to use AT&T, Sprint, and Verizon as cellular carriers. Hach maintains a large inventory of loggers split between these modem types / cellular providers and can mix and match on a project based on the best cellular signal strength and quality at a given metering location. During site reviews Hach technicians will often travel with a testing device that analyzes the signal strength and quality from the three cellular carriers to assist in the proper modem selection prior to installation.



## Software – Hach FSData Online Data Manager

All flow sites will record and transmit data via the wireless Hach FL900 Series Flow Logger to Hach's FSData Online Data Manager software package. FSData is easy-to-use, web-based software, providing you with data management and reporting capabilities through any internet connection. Utilizing encrypted SSL connections (https://) and unique username/password combinations, you will have 24/7 secure access to your data. In addition, designated account administrators will have full programming and diagnostic access to the sites for remote checks of the system health.



FSData employs highly-intuitive methods for you to access and analyze your data. All sites have accurate GPS coordinates programmed into both the meter and the server, allowing all of your sites to be displayed on an easy-to-read map interface. The pins representing each monitoring location are color coded for a quick visual check of the health of each site. This color code allows you to quickly identify what sites, if any, are in alarm conditions. Then, by clicking on any of the site pins, a call-out bubble is activated to show the sites' current status and the last set of data points received from the meter. FSData provides tools for reviewing and reporting data in time-series graphical, tabular, and scatter graph formats. Reports can be output in PDF format for easy, protected sharing. Data can also quickly exported in Comma Separated Value (CSV) or Tabular Separated Value (TSV) formats for use in Excel or easy importing into 3<sup>rd</sup> party software and modeling applications.

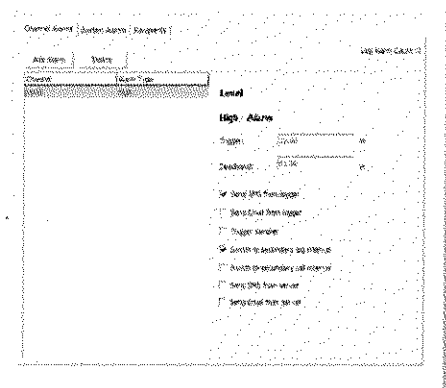
The administrative controls in FSData allow the customer to create subaccounts to grant access to others on a limited and controlled basis. Both the web-based software and the communication capabilities of the logger provide multiple event notification pathways for providing alarms when trigger conditions are met. Typical alarm notifications are sent via email and/or text message (SMS). Trigger conditions can also be used for automatically making changes to logging intervals and/or call intervals.

Data hosting by Hach on the FSData platform and all associated event notification / alarm capabilities would be provided through the full contract period as part of this proposal.

## Alarms and Dynamic Logging

User-selectable alarms can be sent by email or text (SMS) to specified recipients to keep the City continuously informed on the monitoring sites. Up to 16 channel alarms can be selected, as well as alarms for low battery, low RTC battery, low slate memory, slate memory full, sensor timeout, sensor ID error or missed call. The FL900 an FSData also provide the option to designate dynamic logging. Dynamic logging and call intervals can be set based on designated alarm thresholds.

**Channel Alarms** can be created for any logged channel (up to 16) for low/low, low, high and high/high conditions. An alarm can create an action such as sending a text or e-mail message from the logger, triggering a sampler, switching to a secondary log or call interval or sending a text or e-mail from the server.



**System Alarms** can be created for low main power, low real-time battery, low slate memory, slate memory full, sensor time-out and sensor ID error. The system alarm actions include sending a text from the logger or server or sending an e-mail from the logger or server.

### Maintaining 95% Data Uptime

Hach Data Delivery Services (DDS) projects include a 95% data uptime guarantee that ensures that each instrument deployed will function properly at least 95% of the time in a given month. In the event a given meter does not meet 95% data uptime, data from that site for that month is free. No editing of the raw data is allowed to achieve a 95% up-time. Hach Flow understands that the raw data is defined as the recorded data from the flow meter and is highly experienced at meeting this uptime expectation.

**95%**  
**UPTIME**

Accurate and timely data is an important requirement of this RFP and equipment failures must be identified and remedied in timely manner. Hach has extensive experience in projects similar to the one proposed by the City of Franklin with standard procedures for identifying equipment issues and meter maintenance.

Hach's standard practice for maintaining the accuracy of our monitoring sites starts with an in-situ calibration at the time of installation.

Once Hach's Field Service Managers and certified installation team are satisfied with the performance of the sensor, Hach's Technical Support headquarters in Loveland monitors the sites at regular intervals to ensure proper sensor performance.

To assist in problem solving, the Hach Flow data analyst will have operation/maintenance logs, profile calibrations, site sheets, near real-time readings, hydrographs and tabular data to review. In addition, the FL900 series wireless logger and sensor programs can be remotely adjusted to optimize the performance of the flow meter, and recording of sensor diagnostics can be remotely activated to assist in troubleshooting.

Sensor diagnostic parameters logged by the FL900 flow meter are reviewed to ensure the radar and ultrasonic sensors are performing per factory specifications. Rather than burden the project with the cost of regimented site visits, Hach performs site maintenance only when anomalies are detected, saving significant maintenance costs, and passing those savings along to the City in the form of the most competitive price available for this quality of data. Hach also has regionally based field service managers and local service partners available to respond to identified issues. Daily site reviews allow us to respond quickly to identified issues and get equipment functional in a timely manner.

Hach Flow provides the highest quality raw data with very little data editing necessary. As stated previously, **Hach Flow proposes a 95% uptime guarantee.** The Hach Flow proposal is based on a "per meter per month" guarantee, not on the entire network of flow meters or rain gauges.

This means that if Hach Flow were to fail to meet the 95% uptime guarantee on a particular meter or rain gauge, then the customer does not pay for that specific site for that month.

Hach Flow will continually monitor flow data using alarms and an experienced data analyst. If a problem arises with the flow monitoring data, an alarm will activate sending a message to the data analyst for review. The data analyst reviewer will first attempt to remedy the problem via remote telemetry. If the problem cannot be solved remotely, a site visit will be scheduled by the DDS Project Manager.

### **Local Support - Subcontractor**

Hach has regionally based field service technicians available to respond to identified flow meter issues. Hach has also chosen to partner with Hydro Solutions. Hydro Solutions will provide additional local support for both flow meter and rain gauge installation, removal, and as needed site visits. Hydro Solutions has extensive experience working with Hach flow monitoring and rain gauge equipment. Hydro Solutions will work as a Subcontractor to Hach and will follow Hach standard procedures when performing as needed repairs and system verifications. Hydro Solutions will be the primary subcontractor for this proposal but Hach has relationships with additional local firms if needed. Field activities are recorded and will be reported to the City upon request. Please note that all work performed by subcontractors is under the direction of, and certified by Hach personnel.

### **Confined Space Certification**

The Hach Flow team fully complies with all applicable federal, state, local and OSHA Confined Space Safety regulations (20 CFR 1910.146) and all other associated safety requirements involved in this project. All field personal are confined space certified and trained in CPR and first aid.

### **Safety**

Hach is committed to doing all service work in a safe and compliant manner. Federal, local, OSHA, as well as Hach internal regulation and procedures will always be followed when performing work for the City. Necessary traffic control will follow the US Department of Transportation Federal Highway Administrations Manual on Uniform Traffic control devices. All work performed by subcontractors is under the direction of, and certified by, Hach personnel. Hach Flow is submitting as the Primary Contractor for this proposal and all other firms are participating as sub-consultants.

### **Financial Health**

The City can have confidence in the financial health of the Hach Company. The Hach Company is a wholly owned subsidiary of the Danaher Corporation with its full support and backing. Please visit [www.danaher.com](http://www.danaher.com) for a complete discussion of the Corporation financials.

### **Insurance**

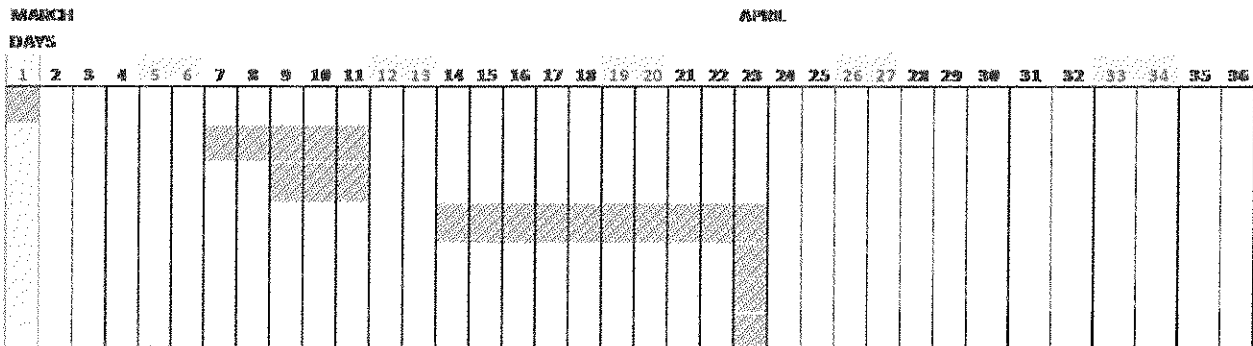
The Hach Company is able to meet the City's insurance requirements. A current insurance certificate has been added to the end of this proposal for review.



# City of Franklin RFP # 2015-013 Installation Schedule

ACTIVITY	PLAN START	PLAN DURATION	
Notice to Proceed (March 10, 2015)	1	1	
Site investigation visits	7	5	
Instrument Shipped	9	3	
Flow Meter/Rain Gauge Installation/Calibration	14	10	
As-built Site Sheets Completed and Loaded to FSDData	23	1	
Data Available to the City	23	1	
Project Start (April 1)	23	1	

Daily Milestones: 1  Plan  Actual  % Complete  Actual (beyond plan)  % Complete (beyond plan)



Schedule can be adjusted accordingly if the City wishes specific start dates different from the proposed schedule

## Select Project Experience and References

### Johnstown Redevelopment Authority (JRA), Johnstown, PA

\* Partnership with the EADS Group (engineering firm)

- Scope:
  - 103 Wireless Flow Monitoring sites (FLO-DAR with SVS and SubAV)
  - 4 Wireless Rain Gauge Sites (Sigma Rain Gauge)
  - Contract Duration - 5 years
- Assigned Staff: Ian Morrison (Lead Project Manager)

#### Brandon Palmer, EIT

227 Franklin Street  
Johnstown, PA  
(814) 535-5388  
bpalmer@eadsgroup.com

### Dallas Water Utilities – Dallas, TX

\* The entire network was installed and running within thirty (30 days) of the notice to proceed.

- Scope:
  - 52 Wireless Flow Monitoring Sites (FLO-DAR with SVS)
  - 15 Wireless Rain Gauge Sites (Sigma Rain Gauge)
  - Contract Duration – 4 Years
- Staff Assigned: Dan Ides (Lead Project Manager)

#### Jim Henry

8915 Aldora Lane  
Dallas, Texas 75238  
(214) 670-8754  
Luis.bodington@dallascityhall.com

### San Antonio Water System (SAWS) – San Antonio, Texas

\* The entire network was installed and running within forty-five (45 days) of the notice to proceed.

- Scope:
  - 220 Wireless Flow Monitoring Sites (FLO-Dar with SVS/FL900)
  - 35 Wireless Rain Gauge Sites (Sigma Rain Gauge)
  - Contract Duration – 4 years
- Staff Assigned: Ian Morrison (Lead Project Manager).

#### Roland Gutierrez, Engineering Technician

2800 US Highway 281, North  
San Antonio, Texas  
(210) 233-3194  
Roland.Gutierrez@saws.org

### **Scottsdale Water Resources — Scottsdale, AZ**

\* Continuous flow monitoring in support of I/I analysis and collection system management.

- Scope:
  - 6 Wireless Flow Monitoring Sites (FLO-DAR with SVS)
  - Contract Duration - 7 years
- Staff Assigned: Dan Ides (Lead Project Manager)

#### **Richard Sacks**

9379 E. San Salvador  
Scottsdale, AZ  
480.312.5673  
RSacks@ScottsdaleAZ.Gov

### **Parker Fire and Sewer, Parker, SC**

- Scope
  - 10 Wireless Flow Monitoring Sites (FLO-DAR with SVS)
  - Contract Duration – 2 years
- Staff Assigned: Ian Morrison (Lead Project Manager)

#### **Tremeir Johnson**

117 Smyth Street  
Greenville, SC  
864-467-4030  
tjohnson@parkerwwcs.com

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015\_013

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

In the case of Vendor:

Hach Company

Attn: Ian Morrison

2015\_013

Hach Company

5600 Lindbergh Drive

Loveland, CO 80538

Tel: 970-461-3937 Fax: 970-619-5150

E-mail: [imorriso@hach.com](mailto:imorriso@hach.com)

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
  
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
  
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
  
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

**TECHNICAL PROPOSAL # 010615-01**

**Hach Company**  
**DATA DELIVERY SERVICES (DDS)**  
**PREFERRED PROGRAM**

**City of Franklin**

**January 6, 2015**



*Be Right™*



# DATA DELIVERY SERVICES

Service Order Form No. 010615-01  
January 6, 2015

Customer: City of Franklin  
Customer P.O.#:

**Bill to**

Customer contact: Purchasing Manager  
PO Box 305  
Franklin, TN 37065-0305

Phone:  
Fax: 615-550-0079  
Email: purchasing@franklintn.gov

**Ship to**

Customer contact: Purchasing Manager  
109 Third Ave. South  
Franklin, TN 37065-0305

Phone:  
Fax: 615-550-0079  
Email: purchasing@franklintn.gov

**ORDER DESCRIPTION:**

Qty	Service P/N	Instrument/Description	Duration (months)	List Price	Discount	Net Price	Unit	Selection (Initial)
13	DDS-SL2-LT (Perm)	Flo-Dar / FL904	36	\$790	37%	\$495	Per Meter / Mo.	
5	DDS-SL2-LT-RG (Perm)	Rain Gauge	36	\$400	50%	\$200	Per RG / Mo.	
13	DDS-INST-FM	FM Installation	N/A	\$715	N/A	\$715	One Time Fee / Site	
5	DDS-INST-RG	RG Installation	N/A	\$220	N/A	\$220	One Time Fee / Site	
17	DDS-SL2-LT (Temp)	Flo-Dar / FL904	36	\$790	25%	\$595	Per Meter / Mo.	
17	DDS-INST-FM	FM Installation	N/A	\$1,375	N/A	\$1,375	One Time Fee / Site	

DESCRIPTION OF SERVICES: Refer to Technical Proposal and Agreement 010615-01 dated January 6, 2015

TERMS AND CONDITIONS: As stated in the Subscriber License and Data Delivery Services Agreement

SPECIAL OR ADDITIONAL TERMS AND CONDITIONS:

Installation prices are estimated and may exceed the above quoted price.

Each person signing this Service Order Form represents that he/she intends to and has the authority to bind his/her respective party to this Agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives have signed this Service Order Form No. 010615-01 as of January 6, 2015, (the "Effective Date").

**HACH COMPANY**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTOMER**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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# DDS PROJECT SUMMARY

## Hach Deliverables:

- Delivery of factory calibrated flow instruments and communications equipment as specified
- Hach-certified installation services and system start-up
- In-situ calibration of Hach flow instruments to observed site conditions
- As-built documentation of installations and observed site conditions
- Standard configuration of instruments for 15-minute data collection and 1-hour data transmission intervals
- Customer training on FSDATA software navigation and features, including report generation
- Secure 24/7 access to customer data on Hach's FSDATA software, viewable via standard web browsers (i.e., Internet Explorer)
- Ongoing monitoring of Hach instrument functionality to ensure instrument uptime
- Technical support by phone (800-368-2723) as needed
- Planned and unplanned instrument maintenance
- Instrument removal upon contract completion

## Customer Responsibilities:

- Designate a shipping address to receive the meters
- Identify preferred monitoring sites
- Provide access to monitoring sites for Hach's field crews
- Identify one individual as customer administrator, and up to 5 authorized users for access to secure flow data
- Supply computer and internet connectivity to access FSDATA software
- Generate reports utilizing FSDATA software as required by the project

When ready to move forward with your project, please scan and email or fax the signed Service Order form to:

[dds@hach.com](mailto:dds@hach.com)  
Fax: 970-619-5150

Alternatively, if you prefer hard copies, please mail two (2) copies of the signed Service Order form to:

Hach Company  
Attn: Hach Flow, DDS Orders  
5600 Lindbergh Dr  
Loveland, CO 80503  
800-368-2723

Hach Company will return a fully executed copy to you in the same manner by which yours was submitted.



# TECHNICAL PROPOSAL

## Equipment and Services Supplied by Hach Company

Hach Company is pleased to submit to City of Franklin ( "Customer") this technical and business proposal for your review and consideration (the "Proposal"). Hach proposes to provide services to Customer as set forth below, subject to the terms and conditions of Hach Company's Subscriber License and Data Delivery Services Agreement:

### Overview

*Hach Company:* Hach Company has manufactured products for the environment for more than 60 years. Our commitment to research and development and state-of-the-art manufacturing keeps us firmly at the forefront of technology.

For over 35 years, Marsh-McBirney has provided innovative and award winning flow instrumentation for the industrial and municipal markets. With more than 27 years of experience and cutting-edge technology, Sigma is a worldwide leader in the design and manufacture of innovative flow, sampling, rain and water quality instruments, communication products and data management software. The combined strengths of Hach's Sigma and Marsh-McBirney flow meters provide our customers with over 70 years of flow experience.

### Data Delivery Services (DDS)

*High-level Description of Services:* Hach proposes to install for Customer a collection system flow metering network utilizing Hach's open channel flow meters and tipping bucket rain gauges (optional) equipped with wireless data transmission. Data shall be delivered via a web server application. This enables the Customer to share data across a network (or the Internet) to operating workstations with common internet browser software.

Data is presented to the Customer using Hach's FSDATA web application. FSDATA allows the Customer to analyze data and generate reports directly within the application. Additionally, FSDATA allows the Customer to export data to be utilized in other software packages. All access to data in FSDATA is controlled by password permissions.

Meter sites shall be selected by the Customer based on individual project goals and requirements. All meter sites shall be reviewed by Hach prior to installation to ensure safety and suitability for effective flow monitoring.

### 95% Up-time Guarantee:

All Hach Data Delivery Services projects include a 95% up-time guarantee (subject to Hach's limited warranty). This guarantee ensures that the Hach instruments deployed for each individual site within the scope of your project will function properly for at least 95% of the time in a given month. In the event that a given meter does not meet that minimum level of up-time, your data from that site for that month is free.

### Details Regarding Equipment and Services

## Measurement Instrumentation

*Instrument Selection:* Selection of the appropriate measurement technology to perform flow monitoring is critical to obtaining accurate data. Hach Company's portfolio of Flow measurement instruments allows maximum flexibility in determining the appropriate instrument to match the specific site conditions. All instrumentation utilized in fulfillment of this contract is designed, manufactured, and supported directly by Hach Company. Instrument specifications are included in the "Specifications of Flowmeter Equipment" section of this document.

*Equipment and Factory Calibration:* Flowmeter Equipment and accessories are stored at our factory at all times. Prior to storage, all meters are cleaned and checked for proper operation. Prior to shipment to a project, all meters are visually checked and calibrated to NIST traceable standards.

## Communications and Security

*Secure Data:* Hach Data Delivery Services take full advantage of the security features provided by the isolated Hach Web server, such as CRC checking of transferred data, firewall protection, and control of Customer access according to their assigned Server Verification Code (SVC). In addition, Hach Data Delivery Services offers control of the contents of each page according to the Customer's authorization.

*Remote Telemetry Unit (RTU) Communications:* The integrated RTU/flow meter communicates with the host computer to:

- Transfer instrument data
- Initiate alarms for user-defined events
- Reconfigure computations, schedules and site parameters
- Perform clock maintenance

*Communication Methodology:* The RTU configured with a 1xRTT or GSM cellular modem automatically transfers data to the host computer following each flow measurement, then powers off the modem between calls. This effectively provides near real time flow data on the network while minimizing energy consumption. A data call following a flow measurement over the cellular network consists of two IP data packets; one from the RTU to the host; the second from the host to the RTU confirming valid receipt of error free data. The contents of the RTU packet will include the level, velocity, flow, and rainfall (if applicable) for all measurements since the previous data call. The battery voltage and any alarm messages shall also be included.

*Data Security:* Wireless cellular data occurs between specific IP addresses. The RTU generates data calls only to pre-programmed IP addresses, and never answers incoming, unsolicited calls from unknown IP addresses. Similarly, the host computer firewall accepts data calls only from RTUs with known IP addresses transferred over the cellular network.

## Services

*Installation and Maintenance Services.* Hach agrees to install and maintain the Flowmeter Equipment in and around Customer's designated sewer manholes and effluent discharge areas (each a "Monitoring Site") for the fees and expenses set forth on the Service Order Form. Customer agrees to provide to Hach secure, safe and free access as Hach requires during the term of the engagement to each Monitoring Site for the purpose of installing, maintaining and retrieving the Flowmeter Equipment and to provide the Data Delivery and data storage Services. Customer shall not, nor shall it permit others to access the Flowmeter Equipment for any reason. Customer is responsible for risk of loss or damage to

the Flowmeter Equipment installed in or around Customer's Monitoring Site(s). Customer agrees that in the event the Flowmeter Equipment sustains loss or is damaged, whether or not such loss or damage is Customer's fault, Customer will pay Hach the full cost of replacement of such Flowmeter Equipment including the cost of labor, if any, required for the removal of damaged Flowmeter Equipment and for the replacement installation.

*Meter In-Situ Calibration:* Hach agrees to perform in-situ calibrations. A velocity profile shall be taken using a portable velocity meter and shall be recorded on the velocity profile worksheet. The average velocity determined by the velocity profile is compared to the velocity measured by the Flowmeter equipment. Also, the depth of flow shall be physically measured and compared against the depth measured by the Flowmeter equipment. The depth measurement of the Flowmeter equipment is adjusted to the depth measured manually and then verified that the depth has not changed.

*Data Access and Storage Services.* Hach agrees to develop a Customer-specific web page on Hach's Data Delivery Services web site(s) ("Customer's Web Page"), accessible only by Hach and its suppliers, Customer, Customer's Administrator and Authorized Customer Users, through which Customer Data may be accessed by Customer. Hach agrees to make all Customer Data collected by the Flowmeter Equipment at the Monitoring Sites accessible to Customer through Customer's Web Page, via a commercial digital wireless network or otherwise in Hach's sole discretion.

*Meter Repairs and Maintenance:* All repairs and maintenance, including battery replacement, to the Hach flow meters and rain gauges shall be the responsibility of Hach. Any costs associated with repairs and/or maintenance shall be paid by Hach and will not be incurred by the Customer.

*Service Levels.* Subject to all limitations of liability contained herein, Hach will endeavor to provide Customer with access to Customer's Web Page twenty-four (24) hours a day, Monday through Sunday, excluding periods of routine planned maintenance and upgrade services (the "Routine Window") and emergency services, with ninety-five percent (95%) uptime. Such periods are subject to change upon notice to Customer. Hach shall provide maintenance and upgrades to the Data Delivery Services, including Customer's Web Page, during the Routine Window unless deferral of such maintenance or upgrades would materially and adversely affect the performance or security of the Data Delivery Services, Hach's network, data center or other customers. Hach shall endeavor to perform such maintenance or upgrades in such a manner so as to not adversely impact Customer's use of the Data Delivery Services. To the extent possible, Hach shall notify Customer as far in advance as practicable of any maintenance or upgrades outside the Routine Window. Hach agrees to back up and store flow data collected by the Flowmeter Equipment at Customer's Monitoring Sites ("Customer Data") using industry standard security means. Hach will back up Customer Data on a daily basis and store it during the term of this engagement.

*Data Analysis.* No consulting or other services are provided by Hach to Customer. Customer acknowledges and agrees that Hach does not review, edit, investigate, confirm or analyze Customer Data or exercise any form of control over Customer Data other than those specific collection and storage services set forth in this Proposal.

## **Customer Responsibilities**

*Site Selection Criteria:* Selection of the appropriate site to perform flow monitoring is critical to obtaining accurate data. The ideal site will have a straight run of pipe with at least three pipe diameters upstream and downstream of the probe location, and no dimensional variations that will change the hydraulic characteristics of the flow. Understanding that the probe will generally be placed in close

proximity to a manhole, flow direction should not change abruptly going through the manhole, i.e., there should be a straight run through the manhole. The manhole should not have debris, brick or any other objects that might disrupt the flow. There should be a smooth transition through the manhole with flow conditions resembling that of pipe flow; and the incoming pipe invert should be higher than the outgoing pipe invert. The manhole must also be accessible, not only for installation and recovery of the meter, but also for periodic inspections during the flow monitoring period. Flow conditions at the ideal site (prior to installation of the sensor) should have a minimum velocity of 0.75 feet per second. The preliminary list of sites to be utilized in fulfillment of this agreement is listed in Appendix A. In the event that the list of sites is not available at the time the contract is signed, the sites will be mutually documented by a customer representative and the Hach field team. The final list of sites will be reflected in the "As-built" documents attached to each site in FSDATA.

**Customer Administrator.** Customer agrees to designate a single individual (its "Administrator") who shall be Customer's agent in designating those employees of Customer who may, through unique Passwords, Customer IDs or other security means, access Customer's Web Page and Customer Data. Each Customer employee authorized to access Customer's Web Page and to whom a unique Password or Customer ID is assigned and issued shall be an "Authorized Customer User." The Administrator shall be responsible for the relationship between Hach and each Authorized Customer User. Only the Administrator may contact Hach to update Authorized Customer User profiles, approve new and close Authorized Customer User accounts. Hach shall issue and provide to each Administrator all security certificates, passwords and Customer identifications (collectively "Passwords and Customer IDs") for distribution to Authorized Customer Users. Customer shall keep full and accurate records of all issued, active and inactive passwords and Customer IDs. The right to use passwords or Customer IDs terminates immediately upon the earlier of termination of the engagement or an Authorized Customer User authorization to access Data Delivery Services. Customer is responsible for issuing, administering, updating and ensuring that proper security measures are in effect with respect to all Passwords and Customer IDs. Customer is solely responsible for monitoring, supervising and terminating, when appropriate, its Authorized Customer User access to Data Delivery Services. The use of Passwords and Customer IDs constitutes acts of Customer and Hach may rely upon the instructions, consent given and all action taken, without verifying the identity or authority of any person accessing Data Delivery Services by means of such Passwords and Customer IDs. Although each Authorized Customer User is personally responsible for its use of Data Delivery Services, Customer's Web Page and Customer Data, Customer is responsible for ensuring that its Administrator and each Authorized Customer User is aware of and complies with this Agreement.

**Customer Equipment.** Certain hardware, software and telecommunications and other services and equipment (collectively "Customer Equipment") are required to access and use the Data Delivery Services. Customer is responsible for obtaining, implementing and operating and maintaining all Customer Equipment and bearing all related costs and expenses. Hach does not provide and Customer agrees it is not relying on Hach to provide advice or other assistance in selecting and acquiring Customer Equipment necessary for Customer to access the Data Delivery Services. Hach is not responsible for any change to the Services that may cause Customer Equipment to become obsolete, require modification or alteration or otherwise affect the performance of the Services.

# SPECIFICATIONS OF FLOWMETER EQUIPMENT

## Sensor Overview and Specifications – Flo-Dar™

### Accurate and Reliable Flow Monitoring

The Flo-Dar Area/Velocity Radar Flow Meter provides a revolutionary approach to open channel flow monitoring. The sensor combines advanced Digital Doppler Radar velocity sensing technology with ultrasonic pulse echo depth sensing to remotely measure open channel flow. Flo-Dar provides the user with highly accurate flow measurements under a wide range of flows and site conditions. By measuring the velocity of the fluid from above, Flo-Dar eliminates accuracy problems inherent with submerged sensors including sensor disturbances, high solids content and distribution of reflectors.

Flo-Dar sensor accuracy and long-term stability from low flow depths up to surcharge conditions has been independently verified many times over the years including a formal evaluation by the Alden Research Laboratory, Inc. and recent field evaluations done by municipalities and consulting engineering firms.

During surcharge events Flo-Dar's optional electromagnetic sensor will continue to provide uninterrupted and accurate flow monitoring through dry and wet weather flows without the need for routine sensor cleaning or maintenance.

### Flow Calculation

Method: Based on Continuity Equation,  $Q=V \times A$

Accuracy:  $\pm 5.0\%$  of reading typical where flow is in a channel with uniform flow conditions and is not surcharged.

### Velocity Measurement

Method: Radar

Range: 0.75 to 20 ft/s (0.23 m/s to 6.10 m/s)

Accuracy:  $\pm 0.5\%$ ;  $\pm 0.1$  ft/s ( $\pm 0.03$  m/s)

### Level Measurement

Method: Ultrasonic

Operating Range: 0.25 to 60 in. (0.634 to 152.4cm)

Optional Operating Range: 0 (0 cm) to 224" (5.7M) with 16" dead band), Temperature Compensated

Accuracy:  $\pm 0.25$  in. ( $\pm 0.64$  cm)

### Surcharge Level Measurement

Method: Piezo-resistive pressure transducer

Maximum Range: 138 inches (3.5 meters)

### Surcharge Velocity Measurement

Method: Electromagnetic

Range: -5 to +20 ft/s



## Enclosure

Material: Polystyrene (IP68)

Dimensions: 6.9"W X 16.65"L X 11.7"D (17.5 cm X 42.3 cm X 29.7 cm)

Weight: 10.5 lbs.

Operating Temperature Range: 14°F to 122°F (-10° C to 50°C)

Storage Temperature Range: -40°F to 140°F (-40°C to 60°C)

## Sensor Cable

Material: Polyurethane jacketed

Standard Length: 30 feet

## Rain Gauge Tipping Bucket

### General

The Sigma rain gauge is a freestanding receptacle for measuring precipitation. It contains an open top, which allows rainfall to fall into the upper portion, which is called the collector. Collected water is funneled to a mechanical device (tipping bucket), which incrementally measures the rainfall accumulation and causes a momentary closure of a switch. As water is collected, the tipping bucket fills to the point where it tips over. This action empties the bucket in preparation for additional measurement. Water discharged by the tipping bucket passes out of the rain gauge with no need for emptying.

### Specifications

Resolution: 0.01" rainfall per bucket tip

Accuracy: 0.5% at 0.5" per hour

Weight: 9.25 lbs., (4.2 kg)

Dimensions: 18" H x 12" W x 12" D, (45.7cm x 30.5 cm x 30.5 cm)

Operating Temp: 32 to 135 degrees F (0 to 57 degrees F)

## Hach FL900 Logger

### Overview

The Hach FL900 Logger receives, processes, and transmits the data received from the sensors. Each remote panel transmits level, velocity and flow signals via 1xRTT or GSM packet switched cellular wireless technology. The data is transmitted to the Customer via a password protected secure web application.

The Hach FL900 Logger has storage capacity of 325,000 data points; 1128 days for 3 channels at 15-minute log intervals. The electronics housing material is sealed, watertight PC/ABS structural foam and enclosures are NEMA 6P/IP68 rated. Electronics operating temperature range is between -18 to 60°C (0 to 140°F) at 95% RH. Storage temperature for electronics is -40 to 60°C (-40 to 140°F)

### Data Storage:

Event Log: 1,000 events maximum in non-volatile flash memory  
Sample History: 2,000 sample events maximum in non-volatile flash memory  
Datalog: 325,000 data points; 1128 days for 3 channels at 15-minute log intervals

### **Local Terminal**

USB  
RS232 (Baud rates: 9600, 19200, 38400, 57600, 115200)

### **Power Requirements**

8 to 18 Vdc from batteries or external power source, 2.5W max.

### **Housing**

Dimensions: (W x D x H) 25.4 x 22 x 40 cm (10.0 x 8.7 x 16.0 in.)  
Enclosure: PC/ABS structural foam  
Environmental Rating: NEMA 6P (IP68)  
Weight (Using Model FL900):  
    4.5 kg (10 lb)—no batteries;  
    6.3 kg (14 lb)—2 batteries;  
    8.2 kg (18 lb)—4 batteries  
Operating Temperature: -18 to 60°C (0 to 140°F) at 95% RH  
Storage Temperature: -40 to 60°C (-40 to 140°F)

## **Hach FSDATA Server software**

### **Overview**

FSDATA web-based flow meter software provides 24/7 access to your unedited flow data. Hach's secure and reliable IT infrastructure provides peace of mind for flow meter data with secure log-ins, redundant power and network connections as well as daily backups.

### **Key Features:**

- Map view of all sites with visual status
- Summary view of all sites with essential data
- Data viewing in multiple formats, including Hydrographs, scattergraphs, raw data tables
- Easily accessible data statistics, including Average, Minimums, and Maximums
- Calculated Totals for Flow and Rain
- PDF reports, including raw data, data summary, statistics
- Measurement alarms, including High/High, High, Low/Low, Low
- No call alarm alerts Hach's support team and the end user when the cellular modem is unable to complete a call
- Troubleshooting help (reports, diagnostics)

### **Data and server security:**

- Bidirectional communication encryption using HTTPS
- Modem/server connection is protected with both Firewalls and Intrusion Prevention System

- Key card and Axxess secured access to server

**Data reliability:**

- Backups: Daily incremental, Weekly full.
- Disaster Recovery (DR): Standby database hosted on DR site continuously updated from production.

**Server reliability:**

- 99.9% uptime target
- Redundant 50 KVA UPS with a minimum of 20 minutes backup time (fully loaded dual-battery string)
- Auxiliary 85 KWatt Katolight Natural Gas-fired Generator with automatic and manual starters
- Power monitoring
- Temperature monitoring and control

# TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE AND DATA DELIVERY SERVICES

## 1. TERMS AND CONDITIONS

These "Terms and Conditions" mean collectively, the terms and conditions contained herein. Any Terms and Conditions originating with Customer are superseded by these Terms and Conditions and shall not be or become part of the contract between HACH COMPANY and Customer unless specifically accepted in a writing signed by a duly authorized officer of HACH COMPANY. HACH COMPANY'S commencement of work shall not be construed as acceptance of an order from Customer containing additional or different terms and conditions. HACH COMPANY shall have no liability to Customer of any nature until Customer signs and delivers to the HACH COMPANY the Service Order Form.

## 2. LIMITED LICENSE

HACH COMPANY grants to Customer during the term hereof a nonexclusive, non-transferable, non-sublicensable, limited, revocable license to access Customer's Web Page solely through HACH COMPANY'S network, solely for (a) Customer's internal business operations and (b) accessing Customer Data retrieved from Customer's Monitoring Sites by the Flowmeter Equipment. HACH COMPANY grants no rights other than those granted explicitly herein and reserves and retains for itself and/or its licensors all title, copyright and other proprietary rights in the Flowmeter Equipment, Data Delivery Services and Customer's Web Page, including all updates, custom modifications and derivatives, all of which shall become the property of HACH COMPANY.

## 3. SERVICES

Restrictions and Requirements. Customer is responsible for all activities that occur under its Authorized Customer User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Hach promptly of any such unauthorized use; (iii) adhere to all Customer requirements set forth in the Technical Proposal; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Data Delivery Services in a manner that would violate any federal or state laws of the United States if conducted therein.

Use Guidelines: Customer shall and shall cause its Administrative and Authorized Customer Users to use the Data Delivery Services solely for its own internal business purposes as contemplated by this Agreement and not that of any third party and shall not: (a) license, sublicense, sell, resell (except as may be expressly permitted by Hach in the Service Order Form, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan Horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the

integrity or performance of the Data Delivery Services, the data contained therein or the web page of other Hach customers; (f) attempt to gain unauthorized access to the Data Delivery Services, its related systems or networks or the web page or data of other Hach customers; or (g) cause or permit the reverse engineering, disassembly or decompilation of the Flowmeter Equipment, Data Delivery Services or of Customer's Web Page. Customer shall not (h) modify, copy or create derivative works based on the Data Delivery Services or Hach technology; (i) create Internet "links" to or from the Data Delivery Services, or "frame" or "mirror" any content forming part of the Data Delivery Services, other than on Customer's own intranets or otherwise for its own internal business use for the purposes set forth in this Agreement; or (j) disassemble, reverse engineer, or decompile the Data Delivery Services or Hach technology, or access it in order to (I) build a competitive product or service, (II) build a product or service using similar ideas, features, functions or graphics of the Service, or (III) copy any ideas, features, functions or graphics of the Service.

## 4. FEES; PAYMENTS; TAXES

Customer shall pay all Fees specified in US dollars. Except as provided below, Fees are non-refundable. HACH COMPANY shall invoice Customer monthly in advance and Customer shall pay HACH COMPANY fees for the Services in the amount and on the following terms, free and clear of, and without any reduction for, any and all taxes (the "Fees"). Fees are due thirty (30) days from the invoice date. Delinquent payments shall bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Payments may be applied first against interest and collection costs and then Fees. Customer agrees to pay all late charges imposed and all reasonable expenses (including attorneys' fees) incurred by HACH COMPANY in collecting unpaid or delinquent amounts. If Customer's account is thirty (30) or more days overdue, in addition to any of its other rights and remedies, HACH COMPANY may suspend Customer's access to the Data Delivery Services without liability to Customer.

## 5. ACCEPTABLE USE

HACH COMPANY may, in its sole discretion, restrict, suspend, refuse access and/or terminate the access should HACH COMPANY learn of any violation. Customer shall conform to and comply with all applicable laws, rules, regulations, orders and other governmental requirements, now or hereafter in force, related to the Services.

## 6. TERM AND TERMINATION

This Agreement is effective on the date set forth in the Proposal, and shall continue for the term set forth therein. After the initial term, this Agreement shall continue on a month to month basis at HACH COMPANY'S then current applicable rates unless terminated by either party upon thirty (30) days written notice to the other party given prior to the expiration of the applicable term. Either party may terminate this Agreement in the event the Data Delivery Services are not accessible by Customer at least ninety-five (95%) percent of the time during three (3) consecutive months of any term.

Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for thirty (30) days following written notice to the breaching party. The foregoing notwithstanding, HACH COMPANY may terminate immediately upon Customer's breach of Section 8 or upon Customer's second breach of any other Section.

Upon any termination of this Agreement, all rights to access the Data Delivery Services and Customer's Web Page terminate. Customer shall provide to HACH COMPANY secure, safe and free access to the Monitoring Site for the purpose of retrieving the Flowmeter Equipment for a period of ninety (90) days from the date of notice of termination. HACH COMPANY shall have no obligation to refund to Customer any Fees and any unpaid Fees shall immediately be due and payable upon termination. The foregoing notwithstanding, should either party terminate due to the unavailability of the Data Delivery Services as provided in this Section 6 above, Customer shall not be obligated to pay Fees for the pertinent months and if already paid, HACH COMPANY agrees to refund to Customer Fees paid during the period of unavailability. The foregoing shall be HACH COMPANY's sole obligation and Customer's exclusive remedy for unavailability of the Data Delivery Services. HACH COMPANY may destroy all backup and stored Customer Data within thirty (30) days of the expiration or termination of this Agreement. Termination of this Agreement for cause shall not limit HACH COMPANY from pursuing other remedies available to it, including equitable relief, nor shall such termination relieve Customer of its payment obligations hereunder.

#### 7. OWNERSHIP OF FLOWMETER EQUIPMENT

Customer acknowledges and agrees that the Flowmeter Equipment and all hardware, software and other equipment of any nature comprising and/or utilized by HACH COMPANY in the delivery of the Services or otherwise supplied to Customer is and remains the sole and exclusive property of HACH COMPANY and its suppliers. The Flowmeter Equipment, Customer's Web Page, Data Delivery Services, including all Intellectual Property Rights therein, created or developed under this Agreement are, will be and remain the sole and exclusive property of HACH COMPANY and/or its licensors or suppliers. For purposes herein, "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (A) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (B) trademark and trade name rights and similar rights; (C) trade secret rights; (D) all Data Delivery Services data, content, software, text, typefaces, graphics, and any other documents or information of any kind relating to Data Delivery Services and Customer's Web Page including selection and arrangement of materials therein and "look and feel" thereof (but excluding Customer Data); (E) patents, designs, algorithms and other industrial property rights; and (F) all other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise. Neither Customer, its employees, Administrator, Authorized Users nor agents shall assert or claim any

ownership interest in the Services, the Flowmeter Equipment, Data Delivery Services, or Customer's Web Page.

#### 8. NON-DISCLOSURE OF INFORMATION

Customer Data is confidential and proprietary information to Customer. HACH COMPANY acknowledges that it will have access to Customer Data in the course of providing the Services and agrees to hold Customer Data in confidence and not to release or give access to Customer Data to any third party unless such individual or entity has a need for such knowledge to perform Services in the furtherance of this Agreement. HACH COMPANY further agrees not to make use of Customer Data for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement. Notwithstanding the foregoing, HACH COMPANY may retain Customer Data for the purpose of analysis and research and to aggregate it with that of other HACH COMPANY customers for statistical analysis, trends or other industry-related purposes so long as such use does not result in the identification of Customer.

The Flowmeter Equipment and all components thereof, such as the Flo-Dar appliance, antennae, related software and documentation, Data Delivery Services technology and architecture, terms of this Agreement, Service Order Form including pricing, and any information that comes into Customer's possession or knowledge in connection with HACH COMPANY's interests, including without limitation its methods, equipment, financials, or marketing and sales information (collectively "HACH COMPANY Confidential Information") consists of confidential and proprietary information of HACH COMPANY, its affiliates, licensors, or third parties. Customer agrees to hold HACH COMPANY Confidential Information in confidence and agrees not to release such information to any individual whether employee, subcontractor or subcontractor employee, unless such individual has a need for such knowledge for the performance of this Agreement. Customer further agrees not to make use of HACH COMPANY Confidential Information for its own benefit or for the benefit of any third parties other than as specifically required in the performance of this Agreement.

The above limits on disclosure do not include information which the receiving party can prove (A) is or becomes known publicly without its fault; (B) is learned by it from a third party entitled to disclose the information; (C) is already known to it before receipt from the disclosing party; or (D) is independently developed by it.

In the event of any breach of these confidentiality obligations, each party acknowledges that the non-breaching party would be irreparably injured and shall be entitled to seek equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement.

Upon termination of this Agreement, such Confidential Information shall, upon request of the party who disclosed the information, be returned thereto or permanently destroyed.

The terms of this Section shall survive the termination of this Agreement.

**9. REPRESENTATIONS AND WARRANTIES**

HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement.

HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE.

CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE.

HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to HACH COMPANY that: (A) it owns or has the right to permit HACH COMPANY to access its Monitoring Sites and surrounding areas for installation, maintenance and retrieval of the Flowmeter Equipment; (B) it, its Administrator and Authorized Customer Users shall comply with all terms and conditions and policies for use of the Data Delivery Services.

Customer shall and hereby agrees to defend, indemnify and hold HACH COMPANY and its affiliates, suppliers and licensors harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that HACH COMPANY had no right or authority to access the Monitoring Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with applicable laws. Customer's obligations hereunder do not apply to the extent of damages directly caused by the gross negligence of HACH COMPANY.

**10. LIMITATION OF LIABILITY  
IN NO EVENT SHALL HACH COMPANY, ITS AFFILIATES,  
SUPPLIERS, OR SUBCONTRACTORS BE LIABLE TO**

**CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR CORRUPT OR UNAVAILABLE CUSTOMER DATA, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY, EVEN IF HACH COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE SERVICE ORDER UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO THE LIABILITY. CUSTOMER HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND HACH COMPANY AGAINST ANY THIRD PARTY CLAIM.**

THE FOREGOING LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**11. INITIAL DISPUTE RESOLUTION/JURY WAIVER**

All disputes shall be referred to the parties' respective representative designated by each party. If such designated representative(s) are unable to resolve the dispute within seven (7) business days, the parties shall submit the dispute to a senior executive from each party for resolution. Thereafter if the dispute remains unresolved for an additional seven (7) day period, the parties may pursue resolution through any lawful means.

**12. GENERAL**

(a) As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

(b) This Agreement shall be governed by the laws of the State of Colorado without giving effect to principles of conflict of laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of Colorado and agree that, subject to HACH COMPANY's right to seek equitable relief in any court of competent jurisdiction, the courts within Colorado shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. The United Nations Convention on the International Sale of Goods shall not apply.

- (c) Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing in the Proposal. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
- (d) The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
- (e) Neither this Agreement nor any license granted hereunder may be assigned by Customer without the prior written consent of HACH COMPANY which may be withheld for any reason and any such assignment is void.
- (f) The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.
- (g) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances shall be valid and shall be enforced to the fullest extent permitted by law.
- (h) HACH COMPANY shall have no liability for delays, failure in performance or damages due to fire, explosion, terrorism, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of

communications carriers or any other causes beyond HACH COMPANY's control.

- (i) Customer agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Hach Intellectual Property Rights nor any direct product thereof are (a) exported directly or indirectly, in violation thereof; or (b) are intended to be used for any purposes prohibited thereby.
- (j) The definitions wherever located and any other provisions or terms that by their nature should survive, shall survive the expiration or termination of this Agreement.
- (k) Any claim by a Customer arising out of or in connection with this Agreement shall be brought within one (1) year of the date on which the claim first arose. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non-prevailing party shall pay all related court costs and expenses, including without limitation, the prevailing party's reasonable consultants' and attorneys' fees.
- (l) In dealings between HACH COMPANY and Customer, HACH COMPANY shall be entitled to rely upon any assent by a person using its assigned Password and User ID.
- (m) HACH COMPANY shall have the right, upon reasonable notice to Customer and during normal business hours, to periodically conduct an audit of Customer's usage, subject to the confidentiality provisions of this Agreement, in order to verify Customer's compliance with this Agreement.
- (n) HACH COMPANY may disclose that Customer is approved to conduct or is conducting business through the Data Delivery Services and may provide a brief description of Customer's business and appropriate Customer contact information to current and potential customers, other customers, HACH COMPANY suppliers and/or in marketing and advertising material promoting HACH COMPANY, Flo-Dar and/or Data Delivery Services.
- (o) These Terms and Conditions and any written modifications thereto contained in a HACH COMPANY Service Order Form executed by both parties, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions or agreements, oral or written, between Customer and HACH COMPANY. This Agreement may only be amended by an instrument in writing signed by Customer and HACH COMPANY.

# APPENIDIX A: CUSTOMER/PROJECT DETAILS

**Requested start date:**

Month Day, Year

**Customer Administrator:**

Name, Email

**Customer Authorized Users:**

Name 1, Email 1

Name 2, Email 2

Name 3, Email 3

...

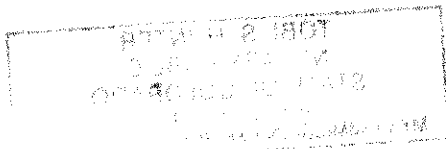
**List sites of sites in best details available – Street Address/Intersection,  
Latitude/Longitude, Etc.**

1) X

2) Y

3) Z

...





# Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
**City of Franklin, Tennessee**

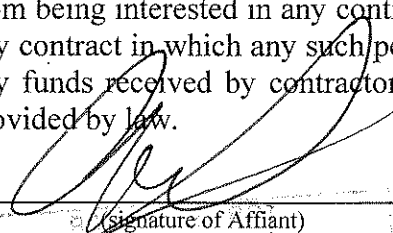
State of Colorado )  
County of Larimer ) SS

Affiant, Glenn Cruger, deposes and makes oath that:  
(printed name of person signing Affidavit)

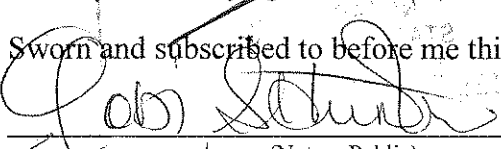
1. He or she is the Vice President of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Hach Company  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

  
\_\_\_\_\_  
(signature of Affiant)

Vice President  
\_\_\_\_\_  
(title of Affiant)

Sworn and subscribed to before me this 10<sup>th</sup> day of January, 2015  
  
\_\_\_\_\_  
(Notary Public)

My Commission Expires: 04/26/16

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-6,435)

**Affidavit of Title VI Compliance**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

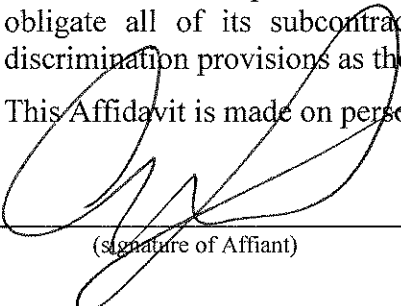
State of Colorado )  
County of Larimer ) SS

Affiant, Glenn Cruger, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Vice President of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Hach Company,  
(legal name of entity submitting bid or proposal)

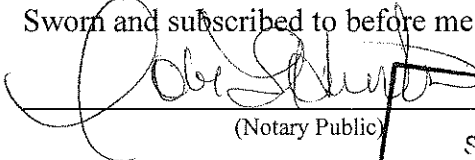
the Bidder or Proposer who has submitted the attached bid or proposal;

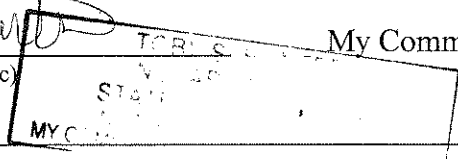
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

  
\_\_\_\_\_  
(signature of Affiant)

Vice President  
\_\_\_\_\_  
(title of Affiant)

Sworn and subscribed to before me this 6<sup>th</sup> day of January, 2015

  
\_\_\_\_\_  
(Notary Public)



My Commission Expires: 04/26/16

**Affidavit of Drug-Free Workplace**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

State of Colorado )  
County of Larimer ) SS

Affiant, Glenn Cruger, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Vice President of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Hach Company  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

[Signature] Vice President  
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 6<sup>th</sup> day of January, 2015  
[Signature] My Commission Expires: 04/26/16  
(Notary Public)

**TOBI S HUNTER**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20004009929  
MY COMMISSION EXPIRES APRIL 26, 2016

TOBI S HUNTER  
NOTARY  
STATE OF COLORADO

**MARSH  
McBIRNEY SIGMA**



*Be Right™*

**RIGHT DATA.  
RIGHT RESULTS.**

Be right, right now with  
**HACH DATA DELIVERY SERVICES**

**ECONOMICAL & EFFICIENT FLOW MONITORING SERVICES**

# GOOD FLOW DATA MAKES YOU SMART. HACH DDS MAKES YOU BRILLIANT.

It's a simple truth that good data helps you make better decisions. Armed with accurate and timely wastewater flow data, those tough challenges you struggle with will be easier to solve and your risks will shrink dramatically. Sounds pretty smart, right?

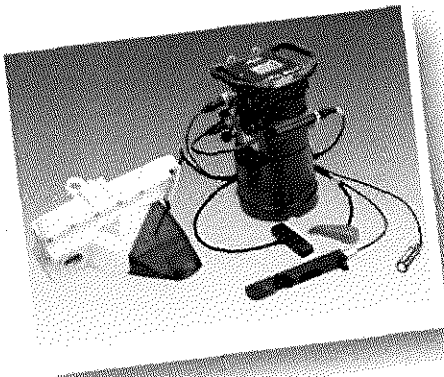
But it's also well-known that collecting good flow data can be a time consuming, expensive, and hassle-filled process. Well, not anymore...

## MEET HACH DATA DELIVERY SERVICES (DDS).

DDS is a highly efficient flow monitoring service tailored to deliver the right data, right when you need it, so you can deliver the right results. For a fixed monthly fee, Hach Flow provides all of the equipment, data transmission, and technical support you need to acquire your flow data—delivered in real-time so you can immediately perform your analysis. And Hach even manages all equipment monitoring and maintenance resources,\* removing that aggravation from your day.

Stop losing time to the constant struggle of securing reliable flow data. Use DDS instead and devote your efforts to implementing projects that finally solve your wastewater flow challenges.

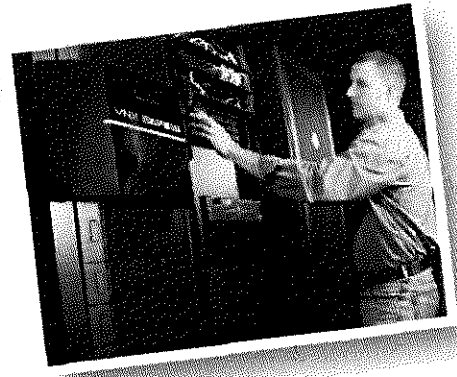
### What Hach Handles:



**All Necessary  
Equipment**



**Monitoring &  
Maintenance\***



**Data Transmission  
& Storage**

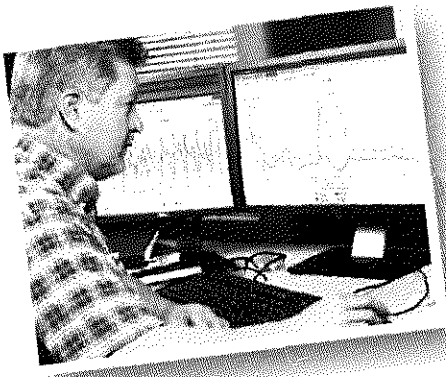
*\*Equipment monitoring & maintenance available with DDS Preferred Program.*

# THE BENEFITS OF DDS

- **Use state-of-the-art flow monitoring equipment without buying any inventory.**  
All equipment is included in the monthly cost so you don't have to pay a premium to be on the cutting edge of technology, and you never have to worry about your equipment becoming obsolete.
- **Choose a Hach DDS program that fits your staffing resource needs.**  
We'll train and certify your staff to handle maintenance, or we'll do the maintenance for you. You choose.
- **Get started quickly.**  
Hach has an extensive supply of loggers and installers that allow us to get your meters installed and sending data in no time.
- **Receive the data you need, guaranteed.**  
Hach Company monitors the status of all your wirelessly-networked flow meters 24/7 and guarantees a 95% uptime.

- **Leave repairs to us.**  
In the event equipment becomes fouled or malfunctions in any way, Hach handles all repair or replacement at no additional cost to you.
- **Know your flow status anytime, anywhere.**  
All metered locations can be programmed to send text or email alerts as desired, and alarms can be set for any measurement.
- **Harness the power of real-time data.**  
Hach DDS includes FSDATA Online Data Manager, a cloud-based software that allows you to view your collection systems' response to weather events or improvement projects in real-time from any computer with a web browser.
- **Use DDS for either long- or short-term monitoring.**  
From ongoing flow data collection to temporary projects like I&I studies, Hach DDS is an economical, ideal solution.

## What You Get:



**Real-time Access  
to Data for Analysis**

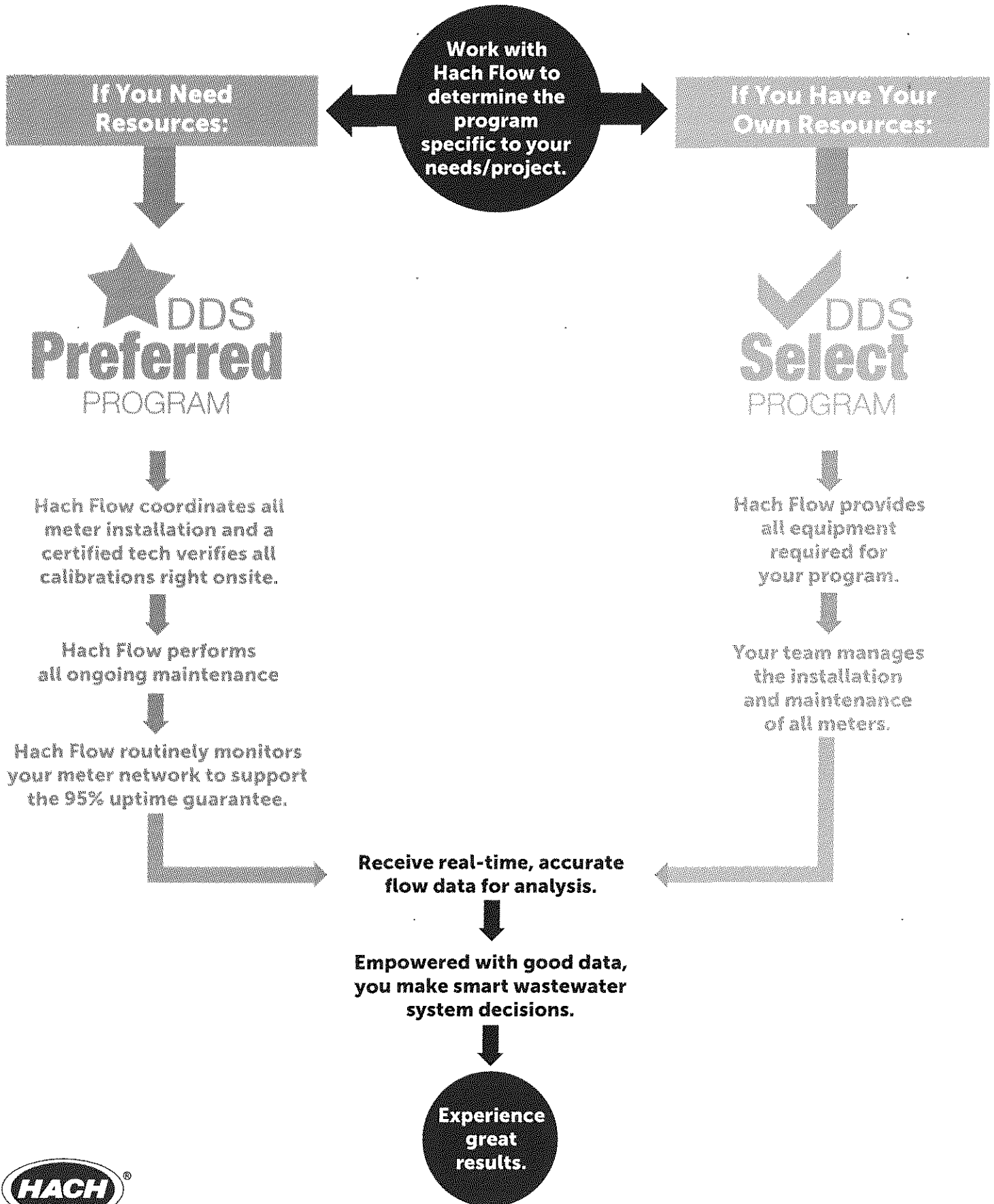


**Convenient Data  
Access Anywhere**



**Instant Alerts  
on Flow Changes**

# WHICH DDS PROGRAM IS RIGHT FOR YOU?



# DDS PROGRAM OPTIONS



**Included with chosen DDS Program**

	DDS Preferred PROGRAM	DDS Select PROGRAM	
<b>Software and Hardware</b>	Hach rL900 Series Flow Logger - Wireless	✓	✓
	Flow Monitoring Sensors (See Available Sensor Systems)	✓	✓
	Cellular Data Service	✓	✓
	Web-Based Software - fsDATA Online Data Manager	✓	✓
	24/7 Access to Unedited Real-time Data	✓	✓
	Unlimited Data Storage	✓	✓
	Alarms (Event Notification)	✓	✓
	Installation Hardware Incl. Antenna	✓	✓
Battery and Equipment Replacement	✓	✓	
<b>Standard Services</b>	24/7 Customer Support	✓	✓
	Training on fsDATA	✓	✓
	95% Uptime Guarantee	✓	Meter Only
<b>Premium Services</b>	Installation Coordination	✓	Optional
	On-Site Startup, Calibration by Hach Technician	✓	Optional
	Monitoring of Equipment Performance	✓	Not Available
	Maintenance, Battery Changes by Trained Technician	✓	Not Available
	Removal when Contract Ends	✓	Not Available
	Shipping to/from Customer Site	✓	Ship to only



# THE BEST EQUIPMENT MONEY CAN BUY, WITHOUT HAVING TO BUY.



One of the greatest benefits of Hach's Data Delivery Services is the opportunity to use the best, most current flow monitoring equipment on the market without having to purchase any inventory. All equipment is simply built into the monthly cost of your program, including any equipment repair or replacement, if needed. With DDS, you'll never have to worry about having the tools you need.

## Hach FL900 Series Flow Logger - Wireless

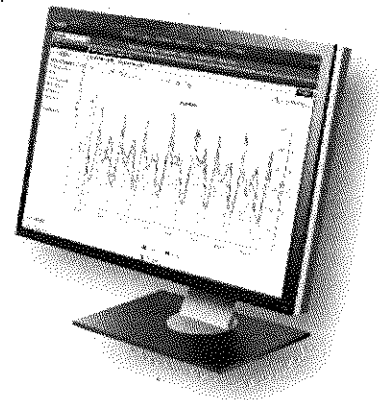
- Cellular wireless modem for real-time data access
  - Carriers available include Verizon, AT&T, Sprint & Rogers
- Four sensor ports for any Hach sensor
- Rain Gauge port
- COM port for direct meter communication or access to MODBUS

## FLO-DAR AV Sensor

- Non-contact flow monitoring reduces sensor fouling and downtime
  - Utilizes advanced digital Doppler radar to measure velocity and ultrasonic technology to measure level
- The surcharge level sensor and surcharge Velocity Sensor (SVS) continue to deliver data even during surcharge events


## fsDATA Online Data Manager

- Connects with wireless FL900 Series Flow Loggers to present real-time data 24/7
- Map-view dashboard shows meter locations and status with color-coded markers
- Intuitive drop-down menus make site navigation easy and efficient
- View flow data in a variety of tabular spreadsheet or graphical formats
- Easily generate summaries and reports with database-organized data
- Web service option for integration with SCADA or other databases, including both real-time and historical data



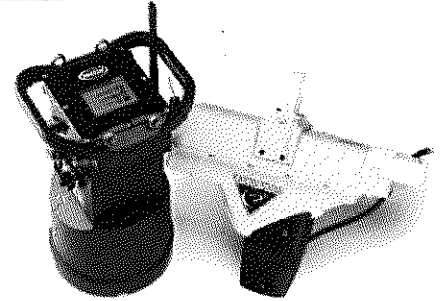
# AVAILABLE SENSOR SYSTEMS

The  icon indicates sensor systems available with the **DDS Preferred Program**, which includes monitoring and maintenance.

The  icon indicates sensor systems available with the **DDS Select Program**, which does not include monitoring and maintenance.

## Non-Contact Wireless Monitoring System

Our most powerful monitoring system combines the convenience of wireless data delivery with the intelligence of non-contact flow monitoring. Using wireless Hach FL900 Series Flow Loggers and non-contact FLO-DAR AV with SVS Sensors, this system efficiently captures flow data and significantly limits the risk of sensor downtime. The DDS Preferred Program is built on the strength of the Non-Contact Wireless Monitoring System.



## Wireless Level-Alarming Network Extension

This sensor system is designed to economically expand your meter network, complementing the Non-Contact Wireless Monitoring System. Use highly accurate, non-contact FLO-DAR monitoring for primary sites and then use ultrasonic level sensors at secondary locations to extend your system awareness while staying within your budget. This system:

- Uses Hach US9001B Ultrasonic Sensors with Ballast to provide SSO and CSO alarming
- Can be set up to collect flow data using Manning's equation
- Includes Hach FL900 Series Flow Loggers to wirelessly transmit alarms and data right to your desktop or mobile phone



## Rain Gauge Monitoring Network Extension

Expanding your monitoring network to measure rainfall is always a good idea, and this network extension is designed to do just that, smartly complementing our Non-Contact Wireless Monitoring System. Utilizing rain gauge tipping buckets paired with wireless data loggers to transmit precipitation information, you'll conveniently be able to view your system's reaction to a rain event in real-time. The system includes:

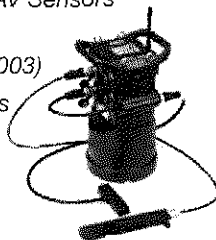
- Sigma Rain Gauge Tipping Buckets
- Wireless Hach FL900 Series Flow Loggers



## Redundant Level Monitoring System

This new twist on traditional submerged monitoring pairs a submerged AV sensor with an ultrasonic level sensor for integrated redundant-level flow monitoring. The system includes:

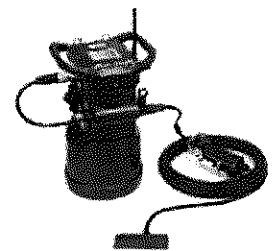
- Sigma Submerged AV or FLO-TOTE® 3 AV Sensors
- Hach US9000 Ultrasonic Sensors — Down-Looking (US9001) or In-Pipe (US9003)
- Wireless Hach FL900 Series Flow Loggers with AV9000 Analyzer Modules



## Submerged AV Monitoring System

The Submerged AV Monitoring System is as tried and true as it gets, but the Hach Submerged AV Monitoring System also incorporates wireless data transmission to provide truly convenient, real-time data review. This system features:

- Sigma Submerged AV or FLO-TOTE® 3 AV Sensors
- Wireless Hach FL900 Series Flow Loggers with AV9000 Analyzer Modules





**MARSH  
McBIRNEY**

**SIGMA**

**CONTACT HACH FLOW TO DISCUSS YOUR NEEDS AND  
SELECT A DDS PROGRAM THAT'S RIGHT FOR YOU.**

**800-368-2723**

**[hachflowsales@hach.com](mailto:hachflowsales@hach.com)**

**[hachflow.com](http://hachflow.com)**



# FLO-DAR® AV SENSOR

## Applications

- Wastewater
- Collection Systems
- Industrial Water



**The FLO-DAR® AV Sensor provides an ideal solution for non-contact, maintenance-free portable or permanent sewer flow monitoring.**

The FLO-DAR AV Sensor provides a revolutionary approach to open channel flow monitoring. It combines advanced Digital Doppler Radar velocity sensing technology with ultrasonic pulse echo depth sensing to remotely measure open channel flow. Use with the Hach FL900 Series Flow Loggers (wireless or standard) for portable monitoring. For permanent power application sites the FLO-DAR can be connected to the FLO-STATION. Intrinsically safe models are available.

### **Accurate Flow Measurement**

FLO-DAR provides the user with highly accurate flow measurements under a wide range of flows and site conditions. By measuring the velocity of the fluid from above, FLO-DAR eliminates accuracy problems inherent with submerged sensors including sensor disturbances, high solids content and distribution of reflectors.

### **Non-Contact Sensor Eliminates Lost Data**

No lost data with non-contact, above the flow sensor that is unaffected by fouling due to debris and grease.

### **Easy Installation and Maintenance**

As the sensor is mounted above the flow, personnel have little or no contact with the flow during installation. Future sensor removal and replacement can be done without the need for confined space entry.

### **Independent Accuracy / Long-Term Stability Verification**

FLO-DAR sensor accuracy and long-term stability (up to 3 years without need for site calibration) from low flow depths up to surcharge conditions has been independently verified many times over the years including a formal evaluation by the Alden Research Laboratory, Inc. and recent field evaluations done by municipalities and consulting engineering firms.

### **Perfect Solution for Difficult Flow Conditions**

Operates in the most difficult conditions including flows with high solids content, high temperature, shallow and caustic flows, large man-made channels, and high velocities up to 20 ft/s.

### **Optional Surcharge Velocity Sensor (SVS)**

During surcharge events FLO-DAR's optional SVS electromagnetic sensor will continue to provide uninterrupted and accurate flow monitoring through dry and wet weather flows without the need for routine sensor cleaning or maintenance.



Be Right™

## Specifications\*

### FLO-DAR AV Sensor

<b>Enclosure</b>	IP68 Waterproof rating, Polystyrene
<b>Dimensions</b>	160.5 W x 432.2 L x 297 D mm (6.32 x 16.66 x 11.7 in.), with SVS, D = 387 mm (15.2 in.)
<b>Weight</b>	4.8 kg (10.5 lbs.)
<b>Operating Temperature</b>	-10 to 50°C (14 to 122°F)
<b>Storage Temperature</b>	-40 to 60°C (-40 to 140°F)
<b>Power Requirements</b>	Supplied by FL900 Flow Logger, Flo-Logger, or FLO-STATION

### Interconnecting Cable—Disconnectable at both sensor and logger or FLO-STATION

Polyurethane, 0.400 (±0.015) in. diameter; IP68 Standard length 9M (30 ft), maximum 305 m (1000 ft)

Cables are available in two styles:

—connectors both ends

—connector from sensor with open leads to desiccant hub, desiccant hub with connector to logger. A potting/sealant kit will be included. This can be used to run the cable through conduit.

**Important Note:** The sensor cable assembly with desiccant hub is compatible with either the Marsh-McBirney Flo-Logger/Logger XT or the Hach FL900 Series Flow Loggers. When using this cable assembly with the Marsh-McBirney Flo-Logger, do not disconnect the desiccant cartridge that is attached to the Flo-Logger itself. It is important to keep the air tube plugged.

If using FLO-DAR cable with FLO-STATION, the cable will have bare leads to the FLO-STATION (30 to 1000 ft. lengths) and there will be no desiccant hub, as the air tube terminates inside of the FLO-STATION housing.

<b>Warranty</b>	1 year
<b>Set-up/Data Retrieval</b>	FLO-WARE for Windows software is the user on-site set-up, data management, and report generation software. It is compatible with desktop/laptop computers utilizing Windows operating system.

### Certification

FLO-DAR Sensor Model Numbers: 890004801, 890004901, 890004804, 890005201, 890004807, and 890005204

Frequency: 24.10GHz to 24.15GHz

Category: Field Disturbance Sensor

Output Field Strength: < 2.5 V/m (128dBuV/m) @ 3m, measured per following standards

Certified to FCC Part 15.245: FCC ID: VIC-FLODAR24

Certified to Industry Canada Spec. RSS210. V7: IC No.: 6149A-FLODAR24

FLO-DAR Sensor Model Numbers: 890004802, 890004902, 890004805, 890005202, 890004808, and 890005205

Frequency: 24.16GHz to 24.19GHz

Category: Short Range Device Output Power (EIRP): < 10mW (10dBm) @ 3m, measured per the following standard

Certified to ETSI EN 300 440-1 V1.6.1 (2010-08)

Use of this device is subject to the following conditions:

1. There are no used serviceable items inside this device.
2. The user must install this device in accordance with the supplied installation instructions and must not modify the device in any manner whatsoever.
3. Any service involving the transmitter must only be performed by Hach Company.
4. The user must ensure that no one is within 20 cm of the face of the transmitter when operating.

### Surcharge Depth Measurement

Auto zero function maintains zero error below 0.5 cm (0.2 in.)

<b>Method</b>	Piezo-resistive pressure transducer with stainless steel diaphragm
<b>Range</b>	3.5 m (138 in.), overpressure rating 2.5 x full scale

### Velocity Measurement

<b>Method</b>	Radar
<b>Range</b>	0.23 to 6.10 m/s (0.75 to 20 ft/s)
<b>Accuracy</b>	±0.5%; ±0.03 m/s (±0.1 ft/s)

### Depth Measurement

<b>Method</b>	Ultrasonic
<b>Standard Operating Range from FLO-DAR Housing to Liquid</b>	0 to 152.4 cm (0 to 60 in.)
<b>Optional Extended Level Operating Range from Transducer Face to Liquid</b>	0 to 6.1 m (0 to 20 ft.) with 43.18 cm (17 in.) dead band, temperature compensated.
<b>Accuracy</b>	±1%; ±0.25 cm (±0.1 in.)

### Flow Measurement

<b>Method</b>	Based on Continuity Equation
<b>Accuracy</b>	±5% of reading typical where flow is in a channel with uniform flow conditions and is not surcharged, ±1% full scale max.

*Continued on next page.*

**Specifications\* (continued)**

**Surcharge Conditions Depth/Velocity**

**DEPTH (Std with FLO-DAR Sensor)**

Surcharge depth supplied by FLO-DAR sensor.

**VELOCITY (Optional Surcharge Velocity Sensor)**

<i>Method</i>	Electromagnetic
<i>Range</i>	±4.8 m/s (±16 ft/s)
<i>Accuracy</i>	±0.15 ft/s or 4% of reading, whichever is greater.
<i>Zero Stability, Typical</i>	> ±0.05 ft/s

**Certification Intrinsically Safe (Optional)**

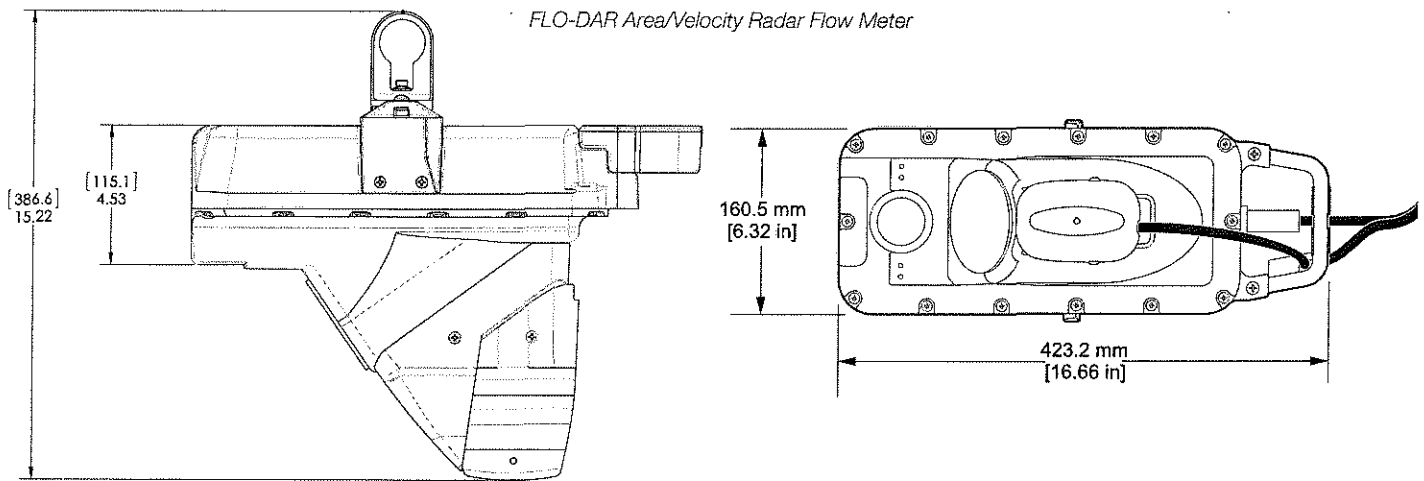
The optional FLO-DAR with a Surcharge Velocity Sensor (SVS) are certified to Class I, Zone 1 Standards. They conform to ANSI/UL 60079-11 and are certified to CAN/CSA E60079-11 and EN 60079-11 standards.



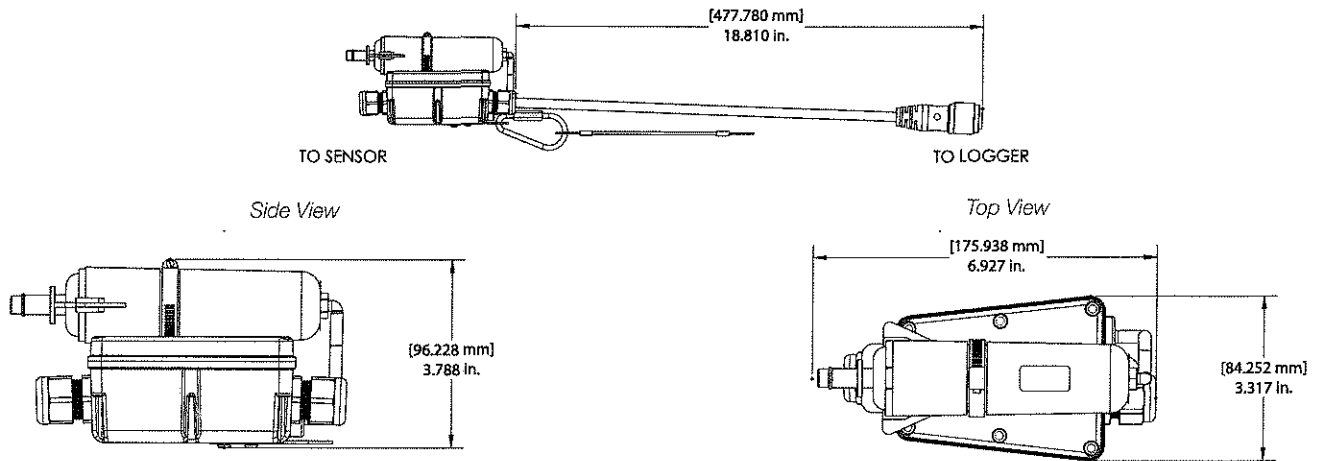
The FLO-DAR sensor meets CE requirements.

*\*Subject to change without notice.*

**Dimensions**



The desiccant hub assembly includes a junction box to connect sensor cable to the desiccant and subsequently to the FL900 Logger. The desiccant can easily be replaced without need to purchase a separate desiccant module.



*Desiccant Hub Assemblies for use with portable FL900 Series Loggers and Marsh-McBirney Flo-Logger. (Sensor cable for use with FLO-STATION will not contain a desiccant hub and will have bare wires on cable end.)*

## Ordering Information

### Configure FLO-DAR Sensor to Logger (Portable)

FLO-DAR Sensor	Model 4000	-	4	X	X
FLO-DAR Sensor with specified cable length (need to add cable as separate line item)			4		
Non Intrinsicly Safe				0	
Surcharge Velocity Sensor Option (IMPORTANT NOTE: SVS cable length MUST MATCH FLO-DAR Sensor Cable length)				3	
Non Extended Range					0
Extended Range Option—Allows use in flow depths up to 18 feet. Allow for 18" deadband. Standard unit max depth is 60". SVS Option requires Remote Extended Range below.					1
Remote Extended Range Option with 6' sensor cable—Flow depths up to 18 feet. Allow for 18" deadband. Standard unit max depth is 60".					2

### Configure FLO-DAR Sensor to FLO-STATION (Permanent)

FLO-DAR Sensor	Model 4000	-	9	X	X
FLO-DAR Sensor with specified cable length (need to add cable as separate line item)			9		
Non Intrinsicly Safe				0	
Surcharge Velocity Sensor Option (IMPORTANT NOTE: SVS cable length MUST MATCH FLO-DAR Sensor Cable length)				3	
Non Extended Range					0
Extended Range Option—Allows use in flow depths up to 18 feet. Allow for 18" deadband. Standard unit max depth is 60". SVS Option requires Remote Extended Range below.					1
Remote Extended Range Option with 6' sensor cable—Flow depths up to 18 feet. Allow for 18" deadband. Standard unit max depth is 60".					2

#### Cables

- FD9000CBL-XXX\*** FL900 Series Logger to FLO-DAR sensor. Cable w/two connectors.
- FDJCTBOXCBL-XXX\*** FL900 Series Logger to FLO-DAR sensor. Cable with connector to sensor, open end to desiccant hub, desiccant hub with connector to sensor. Includes finishing kit for potting/sealing desiccant hub. For use with conduit.
- 6000062XX\*** SVS Sensor with connector for use with FL900 Series Logger.
- 570011800-XXX\*** FLO-STATION to FLO-DAR sensor Cable with one connector and bare leads.  
**Model 4000-9**
- 6000059XX\*** SVS Sensor with bare leads for use with FLO-STATION.

\*Contact customer service for product numbers.

Available Cable Lengths (in feet)

30	125	225	400	700
60	150	250	450	800
75	175	300	500	900
100	200	350	600	1000

See Lit. No. 2709 (standard models) and Lit. No. 2711 (wireless models) for FL900 Series Flow Logger ordering information.  
See Lit. No. 2616 for FLO-STATION ordering information.

#### Mounting Hardware

- 800016701** Permanent Sensor Mount-Includes sensor frame & all mounting hardware. Portable Sensor Mounts Available (Sizes 34-107") Contact Sales.

#### Accessories & Spares

- 245000501** Sensor Retrieval Pole - Used to place and retrieve sensor from mounting bracket. Pole extends to 7.3 m (21 ft.)
- 510012701** Sensor Retrieval Hook - Used with Sensor Retrieval Pole
- 570011401** Grounding Strap (required with Retrieval Pole and Hook when used with IS units)
- 8755500** Bulk desiccant beads (1.5 pounds)

For additional information on products mentioned in this data sheet, request the following data sheets:

- Hach FL900 Series Flow Logger -Wireless (LIT2711)  
Hach FL900 Series Flow Logger - Standard (LIT2709)  
FLO-STATION Flow Monitor (LIT2616)

## HACH COMPANY World Headquarters: Loveland, Colorado USA

United States: 800-368-2723 tel 970-619-5150 fax hachflowsales@hach.com

Outside United States: 970-622-7120 tel

**hachflow.com**

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In the interest of improving and updating its equipment,

Hach Company reserves the right to alter specifications to equipment at any time.



Be Right™

# Sigma RAIN LOGGER™

## Automatic Data Logging

### Rain Gauges

#### Features and Benefits

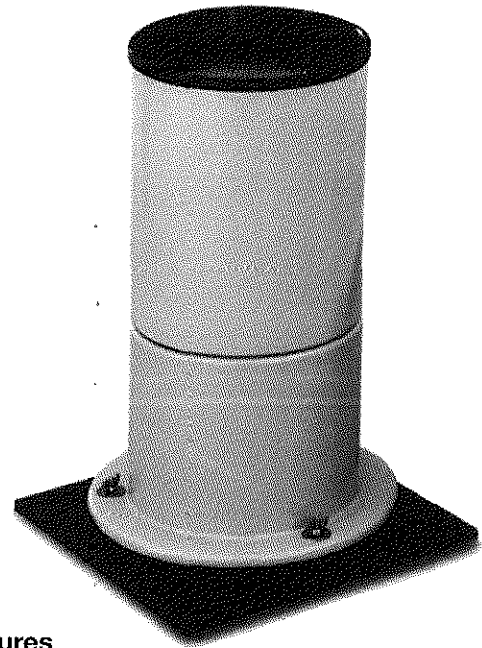
##### Diverse and Reliable Measuring

Built to National Weather Service standards, the gauge accurately measures rainfall in 0.01" increments. The tipping bucket mechanism tips with every 0.01" of rainfall, producing a momentary contact closure with each movement.

A stainless steel funnel screen prevents plugging from leaves and other wind-blown debris. The removable funnel permits viewing of a built-in bubble level, with an innovative spring-loaded base plate providing an easy, convenient means to level the gauge. A hole in each corner of the base plate permits a secure, anchored installation.

##### Principle of Operation

The 8" diameter funnel directs rainwater into a "tipping bucket", which is divided vertically into two halves. When 0.01" of rainfall fills one side of the bucket, the bucket tips, spilling the water through the bottom of the rain gauge. The other side of the bucket is then positioned under the funnel. The bucket alternates tips with each 0.01" of rainfall. With each tip, a magnet, mounted to the bucket, activates a sealed, magnetic reed (proximity) switch, producing a momentary contact closure. In a stand-alone state, the number of bucket tips, representing 0.01" of rainfall, is recorded in user selectable time intervals of 1, 2, 3, 5, or 10 minutes. Data storage capacity is 10,080 readings.



##### Key Features

- *Stainless steel funnel screen prevents plugging from leaves and other wind blown debris*
- *Removable funnel makes cleaning easy*
- *Built-in bubble level, with an innovative spring-loaded base plate provides an easy, convenient means to level the gauge*
- *Base plate permits secure anchored installation*
- *Compatible with Sigma Flo-Center and Insight Data Management and Analysis Software.*

WW

IW

C

#### Specifications\*

##### Rain Gauge

###### Type

Tipping bucket with 8" diameter collector/funnel

###### Overall Dimensions

18"H x 12"W x 12"D (45.7 cm x 30.5 cm x 30.5 cm)

###### Weight

9.25 lbs. (4.2 kg)

###### Resolution

0.01" rainfall per bucket tip

###### Accuracy

0.5% at 0.5" per hour

###### Base Mounting Plate

Spring loaded, three-point adjustable

###### Materials of Construction

Epoxy coated aluminum and anodized aluminum (funnel screen is stainless steel). Three point adjustable base plate. Removable screen.

##### Rain Logger

###### Enclosure

Impact resistant plastic

###### Type

Solid-state memory, battery backed

###### Dimensions

1" x 2.75" x 4.125" (2.54 cm x 7 cm x 10.5 cm)

###### Weight

8.5 oz. (.24 kg)

###### Operating Temperature

32 to 135°F (0 to 57°C)

###### Storage Temperature

-20° to 150°F (-29° to 66°C)

###### Power Requirements

Replaceable 9 Vdc alkaline battery

###### Battery Life

6 months, typical

*Continued on next page.*

DW = drinking water WW = wastewater municipal PW = pure water / power  
IW = industrial water E = environmental C = collections FB = food and beverage



**Be Right™**



## Specifications continued

### Data Capacity

10,080 readings (i.e. 7 days at 1 minute recording intervals, 70 days at 10 minute recording intervals)

### Time Base Accuracy

±1 minute per month over operating temperature range

### Battery Life Indicator

LED flashing once every 2.5 seconds indicates a good battery

### Data Interface

LED optically coupled RS-232 interface

### Rain Reader

#### Enclosure

Impact resistant plastic

#### Dimensions

1" x 2.75" x 4.125" (2.54 cm x 7 cm x 10.5 cm)

#### Weight

8.5 oz. (.24 kg)

#### Power Requirements

9 Vdc, nominal; supplied via 115 Vac/  
9 Vdc power adapter

#### Data Interface

LED optically coupled RS-232 interface

#### Data Transfer Rate

4800 baud

#### Computer Interface

RS-232 serial cable, IBM PC compatible

### Data Collection Modes

- Record immediately – Data logging starts immediately after any command that clears memory.
- Record On First Bucket Tip – Data logging starts upon the first bucket tip. (Each bucket tip represents 0.01" rainfall).
- Data Transfer Gauge – Indicates data transfer time when transferring data from the RainLogger to PC.

### Graphing Data

Produces rainfall x-y graph Two selectable graph formats:

- Intensity Plot
- Cumulative Plot
- "Zoom" feature lets you inspect any area of the graph more closely. "Data cursor" lets you see individual readings by moving a cursor to the desired point on the graph.

### Rain Log Software

#### Hardware Requirements

IBM PC or IBM compatible

#### Serial Communications Port

#### Memory Modes

- "Slate" or "Wrap" memory modes
- Slate Mode – Recording stops with full memory
- Wrap Mode – Upon full memory, recording continues; oldest data is dropped as new data is recorded.

\*Specifications subject to change without notice.

**At Hach, it's about learning from our customers and providing the right answers. It's more than ensuring the quality of water—it's about ensuring the quality of life. When it comes to the things that touch our lives...**

**Keep it pure.**

**Make it simple.**

**Be right.**

**For current price information, technical support, and ordering assistance, contact the Hach office or distributor serving your area.**

*In the United States and all countries except Europe, contact:*

**Hach Company**  
4539 Metropolitan Court  
Frederick, MD 21704-9452, U.S.A  
Telephone: (800) 368-2723  
Fax: 301-874-8459  
E-mail: hachflowsales@hach.com  
www.hachflow.com

*In Europe for all countries except France, Spain and Great Britain:*

**Flow-Tronic**  
RUE J.H. COOL 19a  
B-4840 Welkenraedt Belgium  
Telephone: +32-87-899797 or 899799  
Fax: +32-87-899790  
E-mail: site@flow-tronic.com  
www.flow-tronic.com

*For France:*

**HACH LANGE FRANCE S.A.S.**  
33, Rue du Ballon  
93165 Noisy-le-Grand  
Telephone: ++33 (0)1 48 15 68 70  
Fax: ++33 (0)1 48 15 80 00  
E-mail: info@hach-lange.fr  
www.hach-lange.fr

*For Spain:*

**HACH LANGE, S.L.U**  
C/ Larrañu, 1C, 2ª Pl.  
48160 Deno, Bizkaia  
Telephone: 902 131441 94 6573388  
Fax: 94 6573397  
E-mail: info@hach-lange.es  
www.hach-lange.es

*For Great Britain:*

**HACH LANGE LTD**  
Pacific Way  
Salford  
Manchester, M50 1DL  
Telephone: 0161 872 1487  
Fax: 0 161 848 7324  
E-mail: sales@hach-lange.co.uk  
www.hach-lange.co.uk

## Ordering Information

### Rainlogger System

Each site requires a Rain Gauge and one (or two) Rainloggers. Only one Rain Reader and software is required for use with (IBM compatible) PC.

- 2459** Rain Gauge with tipping bucket, bubble level, level adjust and base mounting plate.
- 2390** Rainlogger includes 9 Vdc battery.
- 2391** Rain Reader, 115 Vac includes 115 Vac power adapter and rain reader/logger cradle. Domestic.
- 4339** Rain Reader, 230 Vac includes 230 Vac power adapter and rain reader/logger cradle. International.
- 5254** Insight Software (free of charge)

### Remote Rainlogger System

Each site requires Rain Gauge, Rainlogger, and Remote Rainlogger. One Rain Reader is required to download data from all sites.

- 2149** Rain Gauge with 25 ft. Cable - For use with 3638 remote rainlogger. Mounting Base Plate
- 3638** Remote Rainlogger requires 2149 rain gauge.
- 2221** Rain Gauge Extension with 100 ft. Cable. Extension cable for 2149 rain gauge.
- 2390** Rainlogger includes 9 Vdc battery.
- 2391** Rain Reader, 115 Vac includes 115 Vac power adapter and rain reader/logger cradle. Domestic.
- 4339** Rain Reader, 230 Vac includes 230 Vac power adapter and rain reader/logger cradle. International.
- 5254** Insight Software (free of charge)
- 8542800**

Rain Gauge with 100 ft. cable for use with FL900 Series Flow Loggers.

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In the interest of improving and updating its equipment, Hach Company reserves the right to alter specifications to equipment at any time.



**Be Right™**

# HACH FL900 SERIES FLOW LOGGER -WIRELESS

**The wireless Hach FL900 Series Flow Logger revolutionizes open channel flow monitoring by providing reliable, innovative solutions for any sewer flow measurement challenge.**

From wireless communication with free data hosting to longer battery life, the FL900 is designed to reduce monitoring costs, increase efficiency, and provide better data 24/7 with less hassle than you ever thought possible. When combined with any of our full array of smart sensors, the FL900 wireless flow monitoring system will provide reliable flow data for any wastewater flow monitoring application. And with the FL900's included software tool, FSDATA® Online Data Manager, site time is reduced dramatically, allowing for increased time for data analysis and proactive actions for solving any flow related issue.

## Plug and Play Sensor Ports

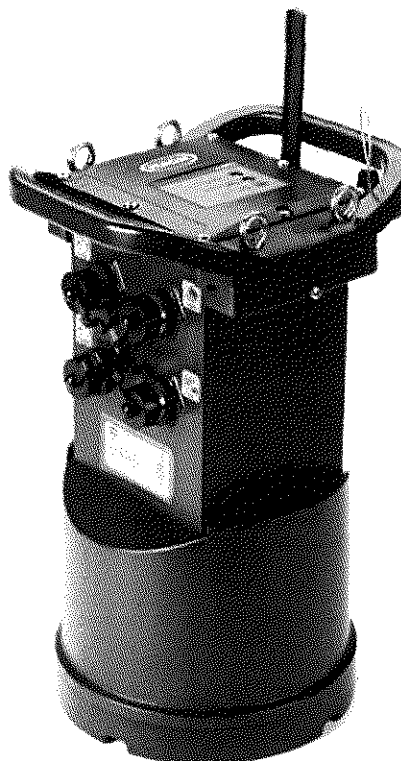
The FL900 is available with 1, 2 or 4 sensor ports. The sensor ports are "plug and play": the logger auto detects the type of sensor connected to allow customers maximum flexibility for their Hach flow sensor inventories.

Compatible FL900 Flow Logger sensors include:

- FLO-DAR® AV Sensor with optional Surcharge Velocity Sensor
- FLO-TOTE® 3 AV Sensor
- Sigma Submerged AV Sensor
- Hach US9001 Down-Looking Ultrasonic Sensor
- Hach US9003 In-Pipe Ultrasonic Sensor

## Quick Installation/On-Site Confirmation

Not only is the FL900 easy to install with a variety of mounting options, it also includes an LED status light so that you know it's fully functional before leaving the site.



## Applications

- Wastewater
- Collection Systems
- Industrial Water

## Affordable Alarming Capabilities

User-selectable alarms can be sent by email or text (SMS) to specified recipients to keep you continuously informed on your monitoring sites. Up to 16 channel alarms can be selected, as well as alarms for low battery, low RTC battery, low slate memory, slate memory full, sensor timeout, sensor ID error or missed call.

## Wireless Data Available 24/7 with FSDATA

Eliminate risk and make smarter, more-timely decisions with your sewer flow data. The FSDATA Online Data Manager provides secure 24/7 access to your flow data and wireless meter from the comfort of the internet. With FSDATA, site visits to collect flow data or to adjust meter settings are eliminated, decreasing maintenance costs. Set alarms and view sensor diagnostics remotely to maximize uptime. Multiple users can be granted different data access levels based on job function.

## Redundant-Level Flow Monitoring

With FL900 Series plug-and-play flow meters, you can pair a Sigma Submerged AV Sensor with a Hach US9003 In-Pipe Ultrasonic Sensor for integrated redundant-level flow monitoring.



## Specifications\*

### Portable DC Powered Electronics (Includes Models FL901, FL902 & FL904)

<b>Dimensions (W x D x H)</b>	25.4 x 22 x 40 cm (10.0 x 8.7 x 16.0 in.)
<b>Enclosure</b>	PC/ABS structural foam
<b>Environmental Rating</b>	NEMA 6P (IP68)
<b>Weight (Using Model FL900)</b>	4.5 kg (10 lb)—no batteries; 6.3 kg (14 lb)—2 batteries; 8.2 kg (18 lb)—4 batteries
<b>Operating Temperature</b>	-18 to 60°C (0 to 140°F) at 95% RH
<b>Storage Temperature</b>	-40 to 60°C (-40 to 140°F)
<b>Power Requirements</b>	8 to 18 Vdc from batteries or external power source, 2.5W max.

### Battery Life

Varies with sensor type, logging intervals, telemetry and environment.

For a 15-minute logging interval, 60 minute call frequency, four 6 V lantern batteries at room temperature:  
130 days with 4 lantern batteries and a FLO-DAR sensor  
180 days with 4 lantern batteries and a FLO-TOTE 3 sensor  
160 days with 4 lantern batteries and a Sigma Submerged AV sensor with AV9000 Analyzer  
200 days with 4 lantern batteries and Ultrasonic Down-Looking or In-Pipe sensor

The optional long life alkaline battery pack can be used to extend battery life, if the Flow Logger is ordered with the external power option connector.

### LED Status Indicator

- Green Flashes every 3 seconds during normal operation. Flashes every 15 seconds during sleep mode.
- Red Flashes when an attached sensor does not agree with the logger program, when an expected sensor is not found or the sensor is not working properly.

### LED Modem Indicator

- Stays green during a call to the server. Goes blank after the call is successfully completed and terminated.
- Flashes red if the call to the server failed.

**Sensor Ports** 1, 2 or 4 ports

**Connectors** Stainless steel connectors

**Datalog Channels** 16 maximum

### Alarms

Maximum of 16 channel alarms including high/high, high, low, low/low and system alarms including low battery, low RTC battery, low slate memory, slate memory full, sensor timeout, sensor ID error.

### Alarm Actions

Trigger sampler, change logging interval, change call interval, send an e-mail, or send text message (SMS).

### Call Monitor

Sends a message by e-mail or text (SMS) if a logger has not called the server within an user-defined amount of time.

### Logging Intervals

1, 2, 3, 4, 5, 6, 10, 12, 15, 20, 30 or 60 minutes  
Primary and secondary intervals for dynamic logging.

### Data Storage

Event Log: 1,000 events maximum in non-volatile flash memory  
Sample History: 2,000 sample events maximum in non-volatile flash memory  
Datalog: 325,000 data points; 1128 days for 3 channels at 15-minute log intervals

### Data Storage

Event Log: 1,000 events maximum in non-volatile flash memory  
Sample History: 2,000 sample events maximum in non-volatile flash memory  
Datalog: 325,000 data points; 1128 days for 3 channels at 15-minute log intervals

### Local Communication

USB  
RS232 (Baud rates: 9600, 19200, 38400, 57600, 115200)

### Remote Communication

Wireless modem; CDMA or GPRS technology with a mobile provider.

### Protocols

Local Modbus RTU

### Timebase Accuracy

±0.002%, synchronized every 24 hours with server software and modem

### Supported Sensors

FLO-TOTE 3, FLO-DAR, FLO-DAR with SVS, Sigma Submerged AV Sensor†, Sigma 950†, and Rain Gauge

### Sampler Interface

Compatible with Sigma 900 Standard, Sigma 900MAX, Sigma SD900 to support set-point sampling, flow pacing, and logging sample history.

### Desktop Software

FLO-WARE software is required for programming the logger and can be used for data management and report generation. It is compatible with desktop/lap top computers utilizing Windows operating system. Minimum resolution needed is 1024x768.

### Internet Application Software

FSDATA web-based software for flow meter programming, data management and report generation for wireless flow meters.

### Certifications

Logger: CE; optional AC power supply: UL/CSA/CE

### Warranty

1 year

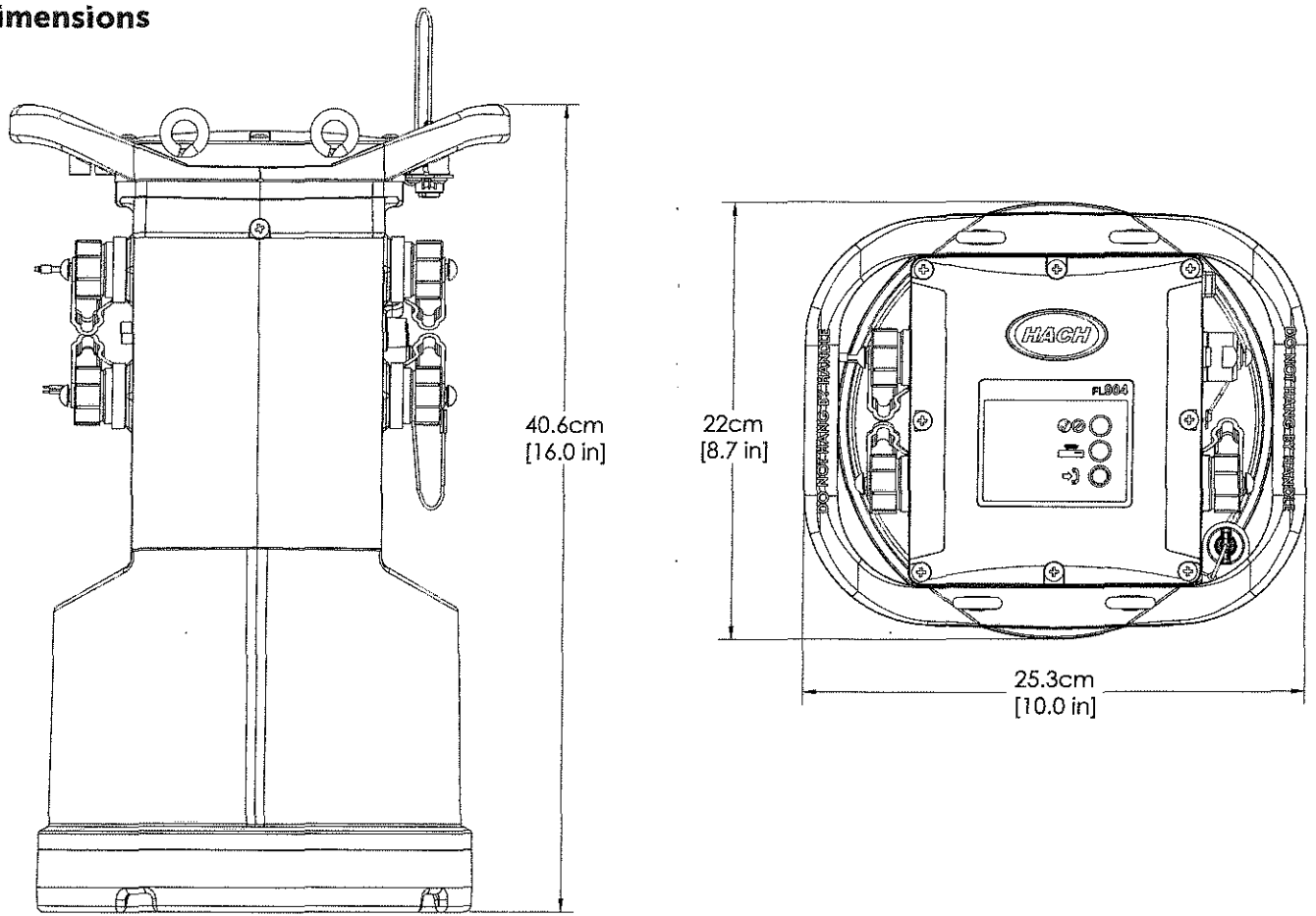


The FL900 Series Loggers meet CE requirements.

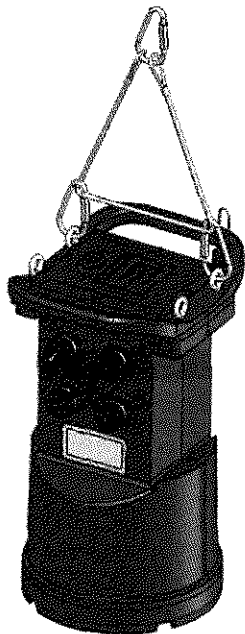
<sup>†</sup>Requires external module.

\*Subject to change without notice.

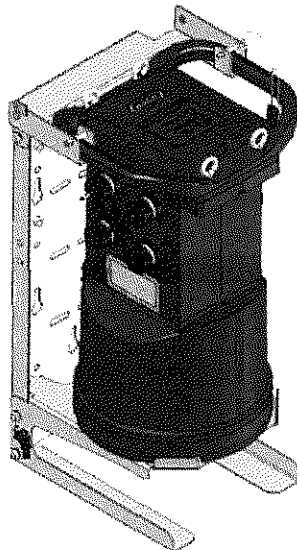
### Dimensions



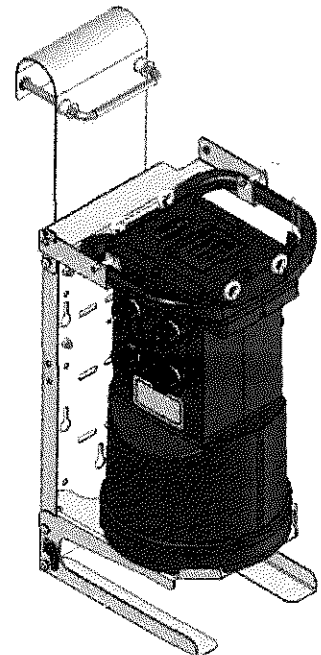
### Installation/Mounting Options



*Flow Logger Suspension Cable with Carabiner (Standard)*



*Flow Logger Wall Mount  
Prod. No. 8542700 (Optional)*



*Flow Logger Ladder Rung Mount  
Prod. No. 8544500 (Optional)*

FL90X Electronics (Flow Logger)	Model FL90	Sensor Connector(s)	Country Code	Modem	Rain Gauge
1 Sensor Connector		1	97		
2 Sensor Connectors		2			
4 Sensor Connectors		4			
None				X	
AT&T (Activated)				A	
GPRS no SIM				G	
Sprint (Inactive)				R	
Sprint (Activated)				S	
Verizon (Inactive)				U	
Verizon (Activated)				V	
No Rain Gauge Connector					X
With Rain Gauge Connector					R

### External Modules

- 8531300** AV9000 Area Velocity Analyzer module (required to attach a Sigma Sub AV sensor)
- 8549800** IM9001 Interface module (required to attach a Sigma 950 flow meter)

### Cables

- 8528700** Cable, External power, 2 wire, 9 ft.
- 8528200** Cable, Communication, RS232
- 8528300** Cable, Communication, USB
- 8528400** Cable, Aux, 7pin MIL 5015 (Connect to Sigma Sampler), 9 ft.
- 8528401** Cable, Aux, 7pin MIL 5015 (Connect to Sigma Sampler), 25 ft

### Software

- Model T200-900** FLO-WARE Desktop Software
- FS-HOSTING** Monthly data hosting service for FSDATA
- FS-DATAFR** Monthly wireless service

### Mounting Hardware

- 8543800** Wall mount bracket (304 Stainless)
- 8545600** Wall mount bracket with ladder hanger (304 Stainless)
- 8542700** Wall mount bracket with AC Power Supply shelf (304 Stainless)
- 8544500** Wall mount bracket with AC Power Supply Shelf with ladder hanger (304 Stainless)

### Replacement Parts

- 8755500** Desiccant refill beads, Bulk 1.5 lb
- 11013M** Battery, 6V lantern
- 8542900** Battery, long-life alkaline
- 8543000** Battery pack top cap adaptor and cable (for long-life alkaline battery pack 800017701)
- 8542800** Rain Gauge with 100 ft. cable

For additional information on products mentioned in this data sheet, request the following data sheets:

fsDATA® Online Data Manager (LIT2707)

FLO-DAR® AV Sensor (LIT2708)

FLO-TOTE® 3 AV Sensor (LIT2712)

HACH US9000 Ultrasonic Sensors (LIT2804)

HACH Redundant Flow Monitoring System (LIT2805)

HACH Wireless Level Alarming System (LIT2806)

## HACH COMPANY World Headquarters: Loveland, Colorado USA

United States: 800-368-2723 tel 970-619-5150 fax hachflowsales@hach.com

Outside United States: 970-622-7120 tel

**hachflow.com**

LIT2711 Rev 5

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In the interest of improving and updating its equipment,

Hach Company reserves the right to alter specifications to equipment at any time.



Be Right™

# Hach FSDATA™ Flow Data Manager

## Overview

FSDATA Flow Data Manager is a web site that allows for the management of your Hach wireless flow meter network from the comfort of the internet. With FSDATA, site visits to collect flow data or to adjust meter settings are eliminated, decreasing maintenance costs and increasing flow monitoring crew safety. Compatible with the Hach FL900 Series wireless loggers, FSDATA paired with the Flo-Dar sensor provides a flow monitoring solution with the lowest maintenance on the market.

## Features and Benefits

### Flow Data—Anytime, Anywhere

View your flow data from any internet connected web browser through a secure log-in. Multiple users can be granted different data access levels based on job function.

### Remote Instrument Programming and Diagnostics

FL900 series wireless logger and sensor programs can be remotely adjusted to optimize the performance of the flow meter, and recording of sensor diagnostics can be remotely activated to assist in troubleshooting.

### Clear-Cut Dashboards at Your Fingertips

FSDATA's map view dashboard utilizes color-coded markers to indicate meter location and status. The list view dashboard shows all sites in a network and includes a quick graph displaying the last seven days of level and velocity data for a selected site.

### Easy-To-Use Interface

Intuitive drop-down menus allow for easy site navigation and frequently used features, like graphing and tabular data, are only a few clicks away. Request a demo to see for yourself.

### Prepare Reports in Seconds

View and create professional reports of your flow data in tabular spreadsheet or graphical formats. FSDATA Reports include: Scatter Plots, Data Summary, Data Import, Event Log, Communications, Sampler History, Site Alarms, User Login, User Actions, and Call Alarm.

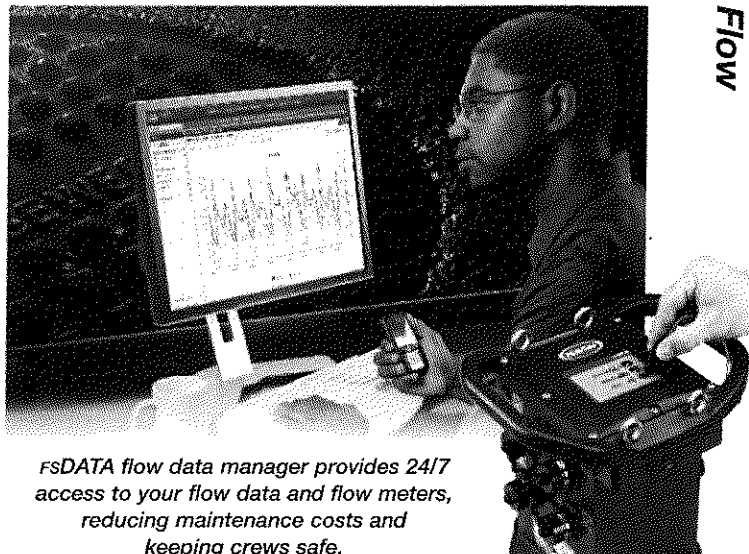
### Safe and Secure Data

Hach's secure and reliable IT infrastructure protects your flow data with a dedicated server, password-protected log-ins, redundant power and network connections, and daily backups.

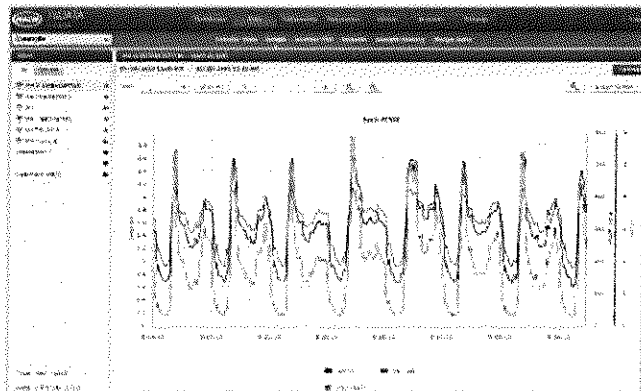
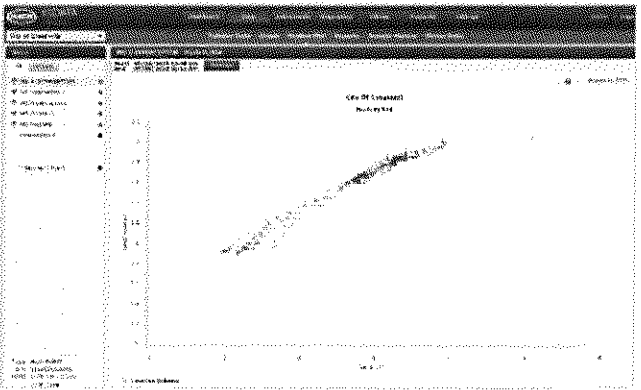
### Event Notification

Alarms can be set for any sensor parameter and are sent by text messaging or e-mail to specified recipients.

*Continued on next page.*



*FSDATA flow data manager provides 24/7 access to your flow data and flow meters, reducing maintenance costs and keeping crews safe.*

DW  
WW  
PW  
IW  
E  
C  
FB

DW = drinking water WW = wastewater municipal PW = pure water / power  
IW = industrial water E = environmental C = collections FB = food and beverage



## **FSDATA™ Instrument/Data Management Features**

### **Instrument**

**Instrument Manager-** Provides a summary of all instruments within an account by type and serial number.

**Firmware Updates-** Schedule future firmware updates for one or more instruments.

**Programming-** With the programming interface, a user can remotely verify and modify user parameters in the logger including log channels, sensor ports, alarms, sampler and server/network.

**Site Tasks-** Executes initiated tasks during the next logger/server connection.

### **Diagnostics**

**Sensors-** Displays sensor specific diagnostics captured real-time during measurement acquisition for each sensor and attached logger.

**Event Log-** Used for error analysis, the event log displays various real-time events that occur during the execution of the user program with user selectable time span.

**Alarm Log-** Maintains a viewable history of alarm events within user selectable time frame.

#### **Alarms-**

**Channel Alarms** can be created for any logged channel (up to 16) for low/low, low, high and high/high conditions. An alarm can create an action such as sending a text or e-mail message from the logger, triggering a sampler, switching to a secondary log or call interval or sending a text or e-mail from the server.

**System Alarms** can be created for low main power, low real-time battery, low slate memory, slate memory full, sensor time-out and sensor ID error. The system alarm actions include sending a text from the logger or server or sending an e-mail from the logger or server. User programmable alarm recipients for up to 5 e-mails and up to 5 mobile numbers.

### **Utilities**

**Site Organizer-** Allows site organization into user defined groups.

**Flow Calculator-** Calculates flow rate based on user input.

**Import Data-** Provides a means to import Sigma, Marsh-McBirney, and FL900 files collected locally to the server.

**Maintenance-** Allows user to delete sites and associated data from their account.

**Server-** Call Monitor allows users to subscribe to receive missed call alarm notifications via e-mail and text. Virtual Measurements provides a way to create a new measurement channel based on an existing channel and allows for an equation to be applied to the data set.

**Edit Data-** Provides editing of specific data points in a virtual measurement.

### **Settings**

**System Configuration-** Allows user to enable/disable e-mail and text notifications.

### **Account Management**

Account management options allow for different levels of permissions ranging from the Master System administrator to the User level. Different levels of access can be assigned on a user by user basis. User history reporting allows all users within the account to view what changes were made to the program by whom and when.

At Hach, it's about learning from our customers and providing the right answers. It's more than ensuring the quality of water—it's about ensuring the quality of life. When it comes to the things that touch our lives...

Keep it pure.

Make it simple.

Be right.

**For current price information, technical support, and ordering assistance, contact the Hach office or distributor serving your area.**

*In the United States and all other countries, contact:*

HACH COMPANY  
5600 Lindbergh Drive  
Loveland, CO 80539 U.S.A.  
Telephone: 800-368-2723 / 970-622-7120  
Fax: 970-619-5150  
E-mail: hachflowsales@hach.com  
[www.hachflow.com](http://www.hachflow.com)

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# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0035)

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## Attachment No. 3

### Certificate of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
2/12/2015	MARSH USA INC.	CLE-004195577-04	Commercial General Liability	7/1/2015
			Automobile Liability	7/1/2015
			Workers Compensation and Employers' Liability	7/1/2015





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 Attn: Danaher.certrequest@marsh.com Fax (212) 948-0503	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		
040108-ALL-7/1-14-15                      HACH    NO	<b>INSURER A :</b> ACE American Insurance Company		NAIC # 22667
<b>INSURED</b> HACH COMPANY 5600 LINDBERGH DRIVE LOVELAND, CO 80539	<b>INSURER B :</b> Indemnity Ins Co Of North America		43575
	<b>INSURER C :</b> ACE Fire Underwriters Insurance Company		20702
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-004195577-04                      **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG27334118	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH0882096A	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B A C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC4788875A (AOS) WLRC47888773 (AZ, CA, MA) SCFC47888761 (WI)	07/01/2014 07/01/2014 07/01/2014	07/01/2015 07/01/2015 07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
CITY OF FRANKLIN FRANKLIN CITY HALL IS ADDITIONAL INSURED FOR GENERAL LIABILITY AND AUTO LIABILITY BUT ONLY AS REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

<b>CERTIFICATE HOLDER</b> CITY OF FRANKLIN FRANKLIN CITY HALL 109 3RD AVE. SOUTH FRANKLIN, TN 37064	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
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**ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT**

Named Insured Danaher Corporation			Endorsement Number 11
Policy Symbol HDO	Policy Number G27334118	Policy Period 07/01/2014 To 07/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to Section II.2 – Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

- 1) Is in effect during this policy period; and
- 2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
- 3) Qualifies as an "insured contract" as defined in this policy.

Such person or organization is an additional insured only for:

- 4) Coverage under Section I - Coverages, Coverage A. Bodily Injury and Property Damage Liability; and
- 5) Liability arising out of "your work" or "your product" for that additional insured; and
- 6) For the period of time required by the written contract and in no event beyond the expiration of this policy.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- 7) The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- 8) This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.



Authorized Representative

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Danaher Corporation			Endorsement Number 2
Policy Symbol ISA	Policy Number H0882096A	Policy Period 07/01/2014 to 07/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM  
EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



\_\_\_\_\_  
Authorized Representative

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2015-0035)

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**Attachment No. 4**

Indemnification Agreement

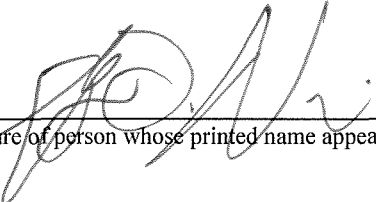
**Indemnification Agreement**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

On behalf of Bidder/Proposer, Greg Dinoia agrees that:  
(printed name of person signing Agreement)

1. He or she is the Vice President of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Hach Company,  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

  
(signature of person whose printed name appears above)

Vice President  
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015\_013 )

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2015-0035)

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**Attachment No. 5**

**CONTRACT ADDENDUM**

**Contract Addendum to Contract Forms RFP 2015-013  
Wastewater and Stormwater Flow Monitoring Services (the "Project")**

**Parties:** City of Franklin, TN ("Customer")  
Hach Company ("Supplier")

**Date:** February 3, 2014

**Recitals:** Customer and Supplier are entering into a contract for the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract") for the purchase of Supplier's goods and/or services ("Goods" and/or "Services"). This Addendum is intended to provide reasonable revisions to Customer's Base Contract for the purpose of enabling the parties to enter into a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

**Revisions:** Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Indemnification.** Any and all indemnification obligations imposed upon Supplier are reduced to the extent that any otherwise covered claims or damages are caused by any of the following conduct of Customer or any third party operating under Customer's contract or control: (a) any act or omission constituting breach of the Agreement, recklessness, (b) misuse, misapplication, or use of Goods or Services not in accordance with Supplier's instructions, or (c) any violations of law.
- 2. Limitation on Liability.** ONLY TO THE EXTENT PERMITTED BY TENNESSEE LAW, THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS TEN TIMES (10X) THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 3. Warranty.** HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement. HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE. CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE. HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. Acceptance and Set-off.** Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of

Customer's rights under Supplier's warranties.

**5. Revisions to the Agreement.** Nothing in the Agreement supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

**Customer**

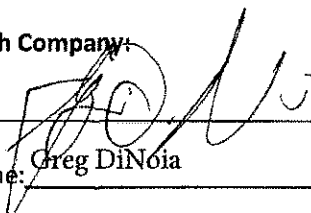
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Hach Company:**

By:  \_\_\_\_\_

Name: Greg DiNoia

Title: Vice President - Hach Company

Date: February 20, 2015