Fields of Opportunities

STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1146MV4OF4 4

EFFECTIVE BEGIN DATE: 01-01-2008
EXPIRATION DATE: 12-31-2008
PAGE: 1 of 4

BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
515--28-1-62

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

VENDOR:

GE BETZ
7796 Collection Center

Chicago, IL 60693-0077
USA

VENDOR CONTACT:

Paul Hays
PHONE: 515-278-1502 EXT:
EMAIL: paul.hays@ge.com
VENDOR #: 23150373100

DESCRIPTION OF ITEMS CONTRACTED

Water Treatment Service per RFP70300S004 dated Nov. 15, 2002
Contract to provide hands-off "liquid" water treatment chemicals, equipment and services pursuant to RFP70300S004 dated Nov. 15, 2002. All equipment shall be installed with Schedule 80 PVC Threaded Piping.
.
Vendor Contact: Paul J. Hays, District Engineering Specialist.
Home Phone: 515-278-1502 or Cell Phone: 515-249-3267
E-Mail: Paul.Hays@ge.com

2008 Contracted State Facilities:
$4,954.30 / Month, Des Moines (includes Capitol Complex, Ankeny Lab Building, and 2008 addition of Public Safety Building)
$597.40 / month.....State Training School, Eldora, Iowa
$597.40 / Month .....Clarinda Correctional/MHI, Clarinda, Iowa
$1,374.02 / Month...Iowa Veterans Home, Marshalltown, Iowa
$1,439.94 / month...Mt. Pleasant Mental Health, Mt. Pleasant, Iowa
$597.40 / Month.....Newton Correctional Facility, Newton, Iowa
$ Billed on Materials only... Woodward Resource Center, Woodward, Iowa

RENEWAL PERIODS

FROM	01-01-2008	**TO**	12-31-2008
FROM	01-01-2009	**TO**	12-31-2009
FROM	01-01-2010	**TO**	12-31-2010

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL $0.00

VENDOR:

APPROVED BY: Jeanette Chupp, November 27, 2007

THIS MA IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. PLEASE SEE ATTACHMENTS FOR FURTHER DESCRIPTIONS.

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		885	$0.000000
				$0.000000
			WATER AND WASTEWATER TREATING CHEMICALS	
2	0.00000	MO	89015 Eldora	$597.400000
				$0.000000
			Complete Water Treatment Systems, Chemical State Training School, Eldora, Iowa, 50627 Water Treatment Services at $597.40 per month.	
3	0.00000	MO	89015 Des Moines	$4,954.300000
				$0.000000
			Complete Water Treatment Systems, Chemical State Capitol Complex. This includes Des Moines Buildings, Ankeny Laboratory Building and (2008 Addition) Public Safety Building.	
4	0.00000	MO	89015 Newton	$597.400000
				$0.000000
			Complete Water Treatment Systems, Chemical Newton Correctional Facility, Newton, Iowa, 50208 Water Treatment Services at $597.40 per month.	
5	0.00000	MO	89015 Clarinda	$597.400000
				$0.000000
			Complete Water Treatment Systems, Chemical Clarinda Correctional Facility and Mental Health Institute, Clarinda, Iowa, 51632. Water Treatment Services at $597.40 per month.	
6	0.00000	MO	89015 Marshalltown	$1,374.020000
				$0.000000
			Complete Water Treatment Systems, Chemical Iowa Veterans Home, Marshalltown, Iowa, 50158. Water Treatment Services at $1,374.02 per month.	
7	0.00000	MO	89015 Mt. Pleasant	$1,439.940000
				$0.000000
			Complete Water Treatment Systems, Chemical Mt. Pleasant Mental Health Institute & Correctional Facility Mt. Pleasant, Iowa, 52641 Water Treatment Servicesa at $1,439.94 per month	
8	0.00000		88548	$0.000000
				$0.000000
			Descaling Compounds	
9	0.00000		89015	$0.000000
			Woodward	$0.000000
			Complete Water Treatment Systems, Chemical Woodward Resource Center, Woodward, Iowa, 50276 Chemicals Only Water Treatment Chemicals billed for materials only, provided on an as-needed basis.	
10	0.00000		8902825	$0.000000
				$0.000000
			PARTS AND ACCESSORIES, INSTRUMENTATION EQUIPMENT, WATER SUPP	

TERMS AND CONDITIONS

Incorporation
The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default
In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure
Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors
The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation
Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies
The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment
Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment
For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance
When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.
A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)
D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods
The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification
To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination
The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty
The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District or Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.