### CITY OF OBERLIN, OHIO

#### ORDINANCE No. 15-45 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY, DIVISION OF DRINKING AND GROUND WATERS FOR A CYANOTOXIN TESTING EQUIPMENT GRANT AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Environmental Protection Agency, Division of Drinking and Ground Waters has determined that Ohio public water systems need a quick and cost effective means to test their source and finished water for the presence of cyanotoxins which may occur in surface water sources as the result of harmful algal blooms; and

WHEREAS, the Ohio Environmental Protection Agency, Division of Drinking and Ground Waters is offering grants to reimburse the initial cost of approved equipment, supplies, and training for cyanotoxin testing and analysis.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to prepare and file an application with the Ohio Environmental Protection Agency, Division of Drinking and Ground Waters for a cyanotoxin testing equipment grant.

SECTION 2. That the City Manager is hereby authorized to accept said OEPA grant funds under the terms and conditions defined in the grant application, if the application is approved.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: in order to allow for the filing of an Ohio Environmental Protection Agency grant application in a timely manner and shall take effect immediately upon passage.

## Page 2 – ORDINANCE No. 15-45 AC CMS

PASSED:	1 <sup>st</sup> Reading: September 8, 2015 (E)
	2 <sup>nd</sup> Reading:
	3 <sup>rd</sup> Reading:
ATTEST:	

XIIIIII V (MOUNT)

**CLERK OF COUNCIL** 

H. SCOTT BROADWELL PRESIDENT OF COUNCIL

POSTED: 09/09/2015

**EFFECTIVE DATE: 09/08/2015** 

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### OHIO ENVIRONMENTAL PROTECTION AGENCY Cyanotoxin Equipment GRANT AGREEMENT SFY 2015

THIS Agreement is effective on the date when the last required signature is affixed hereto. This Agreement is entered into by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the "Ohio EPA" or "Grantor," and <u>City of Oberlin</u>, hereinafter referred to as the "Grantee." This Agreement is made to administer the Ohio EPA Grant Award for the Grant Project submitted for funding by the Grantee assigned grant number **HABG-14-057**.

WHEREAS, Ohio EPA desires to award a grant to the Grantee; and

**WHEREAS,** the Grantee desires to perform and complete such work, activities, and requirements as prescribed in the approved application and in this Agreement by Grantor;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the parties hereby agree as follows:

### ARTICLE I: CONTACT AND COORDINATION AND NATURE OF RELATIONSHIP

- 1.1 (Grantor) On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- 1.2 (Grantee's Project Director) The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- 1.3 (Grantee's Authorizing Agent) The Grantee's "Authorizing Agent" shall be the person who executes this Agreement on behalf of the Grantee. If the Grantee's Authorizing Agent wishes to communicate with the Grantor, such communication must be with the DDAGW Chief or his/her designee.
- 1.4 (Grantor's Authorizing Agent) The Grantor's "Authorizing Agent" shall be the Director or his/her delegated signatory who executes this Agreement on behalf of Ohio EPA.

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1.5 (Signatory Authority) If the Grantee wishes to delegate signatory authority to a representative, written confirmation of the delegation shall be sent to the DDAGW Chief.

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- 1.6 (Reliance on Grantee's Representation) Grantor enters into this Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Grantee warrants that it does possess the necessary expertise and experience. Further, Grantee agrees and represents that all persons involved in Grantee's performance of work under this Agreement are properly qualified, trained and competent, and possess the required licenses, permits, certifications, and registrations necessary to lawfully provide the services.
- 1.7 (Grantee Responsible) Grantee shall be responsible for the performance of the requirements under this Agreement and Grantor shall not hire, supervise, or pay any assistants of Grantee in Grantee's performance under this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee. Grantor retains the right to ensure that Grantee's work is in conformity with the terms and conditions of this Agreement.
- 1.8 (Grantee's Independence) It is fully understood and agreed that the Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents or employees of the State of Ohio. Grantee acknowledges and agrees any individual providing services under this Agreement is not a public employee for purposes of Ohio Revised Code ("ORC") Chapter 145.
- 1.9 (Reimbursement/Confidentiality) In the event of a termination of this Agreement by Grantor, Grantee shall be compensated in accordance with the Termination of Grantee's Services article of this Agreement. The provisions of this Agreement relating to "confidentiality", if any, shall remain binding upon Grantee in the event of termination.
- 1.10 (Grantee Responsible for Business Expenses) Grantee shall be responsible for all of Grantee's business expenses, including, but not limited to, computers, internet access, software, phone services, required licenses and permits, employees' wages, salaries and benefits, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 1.11 (Neither Party May Bind Other) Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

1.12 (Compliance with ORC) It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of ORC Sections 3517.13 or 127.16, or Chapter 102.

### **ARTICLE II: SCOPE OF WORK**

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- 2.1 (Scope of Work) The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; 2) the work, activities, and requirements set forth in the Grant Application, which is attached hereto and labeled "Exhibit A"; Exhibit A is hereby made a part of this Agreement and incorporated herein by reference as if fully rewritten.
- 2.2 (Adherence to Budget) The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "Exhibit A" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit A). If the Grantee desires to modify the Budget, the Grantee may only do so in accordance with the terms of Article XIX of this Agreement.
- 2.3 **(Fiscal and Activity Reports)** The Grantee shall provide Grantor with fiscal and activity reports in accordance with the terms set forth in Article VIII of this Agreement.

### ARTICLE III: TIME OF PERFORMANCE

- 3.1 (Term of Agreement) The parties agree that this Agreement is effective on the date when the last required signature is affixed hereto and runs through the date Grantor issues a written letter of closure, except that the Grantee agrees to retain fiscal records according to Article VII.
- 3.2 (**Project Period**) The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within six (6) months from said date when reimbursement is requested by the grantee for the equipment, supplies and training acquisition. The Project Period may not be extended without the express agreement of the parties through a written request of the Grantee and the written approval of the Grantor.

### **ARTICLE IV: AWARD PAYMENTS AND EXPENDITURES**

4.1 (Award Amount) Grantor hereby awards a grant amount not to exceed \$30,000.00 to the Grantee.

- 4.2 **(Payments)** The payment(s) to the Grantee will be on a reimbursement basis. The Grantee shall submit payment requests on a form provided by Grantor, with copies of supporting documents including invoices, after costs are incurred. The amount of the payment request shall be equal to the costs incurred. Reimbursement payment requests may be submitted within six (6) months from the grant award letter date unless a written time extension has been awarded by Grantor to the Grantee.
- 4.3 **(Satisfactory Performance)** The parties understand and agree that all payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
- 4.4 **(Expenditures Incurred Prior to Effective Date of Agreement)** The Grantee may not utilize any funds granted under this Agreement for payment of expenses or debts incurred prior to July 1, 2014.
- 4.5 (No Reimbursement for Expenses) The Grantee shall not be reimbursed for travel, lodging, or other expenses incurred in the performance of this Agreement. Grantee's award shall be limited to the amount specified in Article IV, Paragraph 4.1.
- 4.6 **(Prohibited Expenditures)** The Grantee may not use any funds granted under this Agreement for payment of: a) real estate acquisitions; b) capital improvements of permanent structures; c) fund-raising or membership drives; d) political campaigning for elective office or political candidates; e) legislative lobbying before a legislative body or administrative agency; f) grants or scholarships; g) food or beverage; h) indirect or overhead charges (all costs must be directly attributed to the procurement of the equipment identified in the grant application).
- 4.7 **(Payment of Debts)** The Grantee assumes full responsibility for the payment of all expenses or debts incurred in the performance of its obligations pursuant to this Agreement. Grantor and its employees and/or agents assume no responsibility for the payment of any expense or debt incurred by the Grantee.
- 4.8 **(Liability)** Grantor, its employees and/or agents shall not be liable for any damages or claims made by any party that result from the expenditure of funds for the purposes of the Grant Award.

### **ARTICLE V: AVAILABILITY OF FUNDS**

5.1 **(Funds Available)** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until Grantor gives the Grantee notice that such funds have been made available to Grantor from Grantor's funding source. If Grantor

should learn that funds are unavailable to meet its obligations set forth herein, Grantor shall use best efforts to promptly notify Grantee and this Agreement shall be deemed void *ab initio*.

### **ARTICLE VI: DISPUTES AND TERMINATION**

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- 6.1 (Dispute Regarding Duties Other than Payments) Any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to this Agreement, or breach thereof, shall be resolved by the Director of Ohio EPA, after DDAGW's Chief has endeavored to resolve the dispute through discussions with the Grantee's Project Director.
- (Suspension/Termination) As part of the resolution of any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to this Agreement, or breach thereof, the Grantor may immediately, with written notice to the Grantee, suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and/or require total or partial refund of payments made to the Grantee by Grantor or its agents, if it appears to the Grantor that 1) the Grantee has not substantially performed according to the terms of this Agreement; 2) the Grantee has not shown the ability to perform in the future; 3) the Grantee has violated federal or state laws or regulations; or 4) the effective performance of this Agreement is substantially endangered.
- 6.3 (Cessation of Activities) The Grantee, upon receipt of notice to suspend or terminate project operations, shall cease all work under this Agreement, shall take all necessary and appropriate steps to cease the incurring of debts, and shall furnish a report concerning the work performed to that date.
- 6.4 **(Grantee Waiver)** Grantee agrees to waive any right to, and shall make no claim for, additional funds against Grantor by reason of such suspension or termination.

### **ARTICLE VII: RECORD KEEPING**

- 7.1 (Records Retention) The Grantee agrees to keep full and complete documentation of all fiscal accounting on file for five years from the date the conditions of this Agreement are finalized. Documentation supporting fiscal accounting shall be filed in a manner allowing it to be readily located. Grantee shall maintain, in a manner consistent with generally accepted accounting procedures, auditable records of all financial records pertaining to this Agreement.
- 7.2 **(Separate Accounting)** The Grantee shall establish and maintain separate accounting records for the management of funds pursuant to this Agreement consistent with generally accepted accounting practices.

- 7.3 **(Supporting Records)** The Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records for such expenditures consistent with generally accepted accounting practices.
- 7.4 (Access and Audit) The Grantee shall provide Grantor with access to any and all financial records necessary to document the utilization of funds provided under this Grant within two (2) weeks following the Grantor 's written request for such access. DDAGW's Chief, or his/her designee, shall have the right to conduct a compliance audit of the Grantee's financial records of the Grant Project and to take such other action as is necessary to verify the accuracy of the amounts of compensation claimed by the Grantee hereunder.

### **ARTICLE VIII: GRANTEE PROJECT REPORTS**

8.1 (Closing Report) A Closing Report shall describe all fiscal activities and all project activities and accomplishments covering the entire project period. The reports must be signed by two individuals, unless the parties agree otherwise. The reports may be signed by the Grantee's Project Director, Authorizing Agent and/or Fiscal Agent. These Closing Reports are due when the documentation for reimbursement is submitted at the end of the Project Period.

### **ARTICLE IX: RELATED AGREEMENTS**

- 9.1 **(Grantee Remains Responsible)** An agreement between the Grantee and a third-party for goods and/or services related to the grant project shall not relieve the Grantee of any of its responsibility under the terms and conditions of this Agreement.
- 9.2 (Grantee Shall Bind Subcontractors to Terms of This Agreement) Grantee shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Grantor to terms inconsistent with, or at variance from, this Agreement. In addition, the Grantee agrees not to allow the third party to spend money in a manner prohibited by this Agreement or the Grant Guidelines. For example, the Grantee agrees not to use Grantor's grant dollars to pay a third party any costs for contractual services. Upon request, Grantee shall furnish to Grantor a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of any subcontract, if any.

### ARTICLE X: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

10.1 (No Acquisition of Interest) In the performance of this Agreement, Grantee agrees that neither Grantee nor any personnel of Grantee shall, prior to the completion of the duties and obligations of this Agreement, acquire any interest, direct or indirect, that is incompatible or in conflict with the discharge and

- fulfillment of Grantee's functions and responsibilities with respect to this Agreement.
- 10.2 (Disclosure of Conflicting Interest) Any person who has or acquires, whether voluntarily or involuntarily, an interest in contravention of paragraph 10.1 of this Article, shall immediately disclose such interest to the Grantor in writing. Thereafter, that person shall not participate in any action affecting the work under this Agreement, unless the Grantor shall determine that, in light of the interest disclosed, the person's participation in any such action would not be contrary to the public interest.
- 10.3 (Compliance with Other Ohio Ethics and Conflicts of Interest Laws) Grantee represents, warrants, and certifies that Grantee and all personnel of Grantee engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further represents, warrants, and certifies that Grantee and all personnel of Grantee are currently in compliance with, and will continue to adhere to, the requirements of these laws and will take no action inconsistent with such laws.

### ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 (Nondiscrimination in Hiring) Pursuant to ORC. Section 125.111, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or subcontractor, will not discriminate, by reason of race, color, religion, sex, military status, age, disability as defined in ORC. Section 4112.01, national origin, or ancestry, against any citizen of this state in hiring of any person qualified and available to perform the work under this Agreement.
- 11.2 (Nondiscrimination in Employment) Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, military status, age, disability as defined in ORC Section 4112.01, national origin, or ancestry.
- 11.3 (Affirmative Action) If required by ORC Section 125.111 to have an affirmative action program, Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file an affirmative action verification form with the equal employment opportunity office of the Department of Administrative Services. (The form may be completed with an electronic filing through the Ohio Gateway, available at <a href="http://www.business.ohio.gov/">http://www.business.ohio.gov/</a>.)
- 11.4 (Compliance with Labor Laws) Grantee represents, warrants, and certifies that Grantee, any subcontractor, and any person acting on behalf of Grantee or a

subcontractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances governing fair labor and employment practices.

# ARTICLE XII: PURCHASING REQUIREMENTS; PROHIBITION AGAINST PERFORMANCE OF SERVICES OFFSHORE

- 12.1 (**Purchase Ohio**) Pursuant to Executive Order 2008-12S, Grantee and subcontractors, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Agreement.
- 12.2 (Purchase Minority, Diversity, and Equity) Pursuant to Executive Order 2008-13S, Grantee and subcontractors, if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) program vendors. EDGE program guidance may be found by accessing the following website: <a href="http://www.das.ohio.gov/Eod/Edge/ProgOverview.pdf">http://www.das.ohio.gov/Eod/Edge/ProgOverview.pdf</a>, and a list of State-certified MBE businesses is at: <a href="http://www.das.ohio.gov/Eod/EODMBEOff.htm">http://www.das.ohio.gov/Eod/EODMBEOff.htm</a>.
- 12.3 (Grantee Will Abide By Executive Order 2011-12K/Offshore Services Prohibited) Grantee affirms to have read and understands Executive Order No. 2011-12K (issued by Ohio Governor John Kasich) and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under the Agreement outside the United States. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement. The Executive Order is available at <a href="http://www.governor.ohio.gov/Default.aspx?tabid=1495">http://www.governor.ohio.gov/Default.aspx?tabid=1495</a>.
- 12.4 (Grantee Will Abide By Executive Order 2011-12K and Make Certain Disclosures) Grantee also affirms, understands, and agrees to immediately notify Grantor of any changes or shift in the location(s) of services performed by Grantee or its subcontractors under this Agreement and no services shall be changed or shifted to a location(s) that is/are outside the United States.
- 12.5 (Performance of Services Outside U.S. is Material Breach) If Grantee or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services.
  - A. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including, but not limited to, an

- audit or a risk analysis, as a result of Grantee performing services outside the United States.
- B. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
- C. Notwithstanding the State permitting a period of time to cure the breach or Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including, but not limited to, recovery of funds paid for services the Grantee performed outside of the United States.

### ARTICLE XIII: RIGHTS IN MATERIALS AND COPYRIGHTS/PUBLIC USE

- 13.1 **(Public Record)** The parties hereto understand and agree that it is the intent of the Grantor to make all materials submitted as a part of this project available to the public.
- 13.2 (Right to Reproduce) Grantor, its agents and employees reserve a royalty-free, nonexclusive, and irrevocable license and right to reproduce, distribute, or otherwise use, and to authorize others to use (in whole or in part) any report, data, or material prepared by Grantee pursuant to this Grant Agreement unless otherwise expressly prohibited by law (e.g., ORC Section 3345.14 for state colleges and universities.) No such documents or other materials produced (in whole or in part) with funds provided to Grantee by this Grant Agreement shall be subject to copyright by Grantee in the United States or any other country.

### **ARTICLE XIV: RESPONSIBILITY/DAMAGES**

- 14.1 (Indemnity) The Grantee agrees to indemnify and to hold the Grantor and the State of Ohio harmless from any and all claims for injury and damages arising from this Agreement that are attributable to the Grantee's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by the Grantee, or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Grantee shall bear all costs associated with defending the Grantor and the State of Ohio against any claims.
- 14.2 (Responsibility) Each party will be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own

- negligence, tortious acts, or other conduct or are due to the negligence, tortious acts, or other conduct of that party's respective agents, officers, or employees.
- 14.3 (No Special Damages) In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

### **ARTICLE XV: COMPLIANCE WITH LAWS**

15.1. (Compliance With Other Laws.) In addition to complying with the laws specifically referenced in this Grant Agreement, Grantee agrees to comply with all applicable federal, state, and local laws, not specifically referenced herein, in the performance of this Agreement. Grantee accepts full responsibility for payment of taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the work required to fulfill its obligations under this Agreement.

### **ARTICLE XVI: DRUG FREE WORKPLACE**

16.1 (**Drug-Free Workplace**) Grantee agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess alcohol, illegal drugs, or abuse prescription drugs in any way during the performance of this Agreement.

#### **ARTICLE XVII: CAMPAIGN CONTRIBUTIONS**

17.1 (Campaign Contributions) Grantee hereby certifies that all applicable parties listed in ORC Section 3517.13(I)(3) or (J)(3) are in full compliance with ORC Section 3517.13(I)(1) and (J)(1). The Grantee agrees not to use any funds received under this Agreement to support any political campaign for elective office or to support attempts to lobby legislation before a legislative body or administrative agency.

### **ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER**

- 18.1 **(Entire Agreement)** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 18.2 **(Supersedence)** This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

18.3 **(No Continuing Waiver)** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

### <u>ARTICLE XIX: MODIFICATION OF PROJECT BUDGET AND PROJECT ACTIVITIES</u>

- 19.1 (Project Budget Modifications) The Grantee may modify a budget line item, as contained in Exhibit A, with prior written approval of the Grantor, provided these modifications do not modify the project scope and do not increase the total project cost in excess of \$30,000.00. The Grantee shall provide the Grantor written notice of these changes and a revised budget in written form within thirty (30) days after the Grantee's determination that a revision to the budget is needed. Further, the Grantee shall maintain in its fiscal records documentation of all budget line item modifications.
- 19.2 (**Project Activity Modifications**) The Grantee may NOT modify the plan to procure the specific equipment, supplies and training as contained in Exhibit A, without prior written approval of the Grantor.

#### **ARTICLE XX: HEADINGS**

20.1 (**Headings**) The paragraph and article titles and headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

### **ARTICLE XXI: SEVERABILITY**

21.1 (Severability) A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

#### **ARTICLE XXII: CONTROLLING LAW**

22.1 (Governing Law) This Agreement shall be interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

### **ARTICLE XXIII: SUCCESSORS AND ASSIGNS**

23.1 **(Written Consent Required)** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by Grantee without the prior written consent of the Grantor. Any attempted assignment or delegation not consented to may be deemed void by Grantor.

#### **ARTICLE XXIV: FINDINGS OF RECOVERY**

24.1 (No Unresolved Findings of Recovery) Grantee warrants that it is not subject to an "unresolved" finding for recovery under ORC Section 9.24. Grantee agrees that if Grantee is subject to an "unresolved" finding for recovery under ORC Section 9.24, this Agreement is void *ab initio* and Grantee shall immediately repay to the Grantor any funds paid under this Agreement.

### **ARTICLE XXV: DEBARMENT**

25.1 Grantee represents and warrants that it is not barred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC Sections 153.02 or 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to Grantor any funds paid under this Agreement.

### ARTICLE XXVI: EXECUTION/EFFECTIVE DATE

- 26.1 **(Full Execution Required)** This Agreement is not binding upon the parties unless executed in full.
- 26.2 **(Execution)** Two or more copies of this Agreement may be executed contemporaneously, each of which copy shall be deemed an original, but all of which together shall constitute one and the same instrument.

By signing the signature page, the Grantee assures and certifies that the specific information detailed in this Agreement, and Exhibit A (Grant Application) are current, accurate and complete.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

Signature of Grantee's Authorizing Agent

Name and Title of Authorizing Agent (Please type or print)

Name of Organization (Please type or Print)

Craig W. Butler, Director, or Authorized Agent Ohio Environmental Protection Agency

Date

# ORIGINAL

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# EXHIBITA

# CYANOTOXIN TESTING EQUIPMENT

# **Grant Program Application**

For Office Use Only:	·
Application Number: HABG-14-057 Date	te Received: 9/28/15

# Section 1. Contact Information for Applicant

Table 1-1. Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	City of Oberlin Water Plant
b. PWS Identification Number (PWSID):	OH <del>475582</del> 2 <b>470</b> 0911
b. Federal Employer Identification Number (EIN):	34-6002073
c. Street Address:	85 South Main St.
d. City:	Oberlin
e. State:	Ohio
f Zip Code:	44074
g. County:	Lorain
h. Authorizing Agent:	Eric P. Norenberg, City Manager
i. Authorizing Agent Phone Number:	(440) 775-7206
j. Authorizing Agent Email Address:	enorenberg@cityofoberlin.com

Table 1-2. Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).

a. Project Director (Primary Contact):	Jerry Hade		
b. Title:	Water Superintendent		
c. Street Address:	42885 Parsons Rd.		
d. City:	Oberlin		
e. State:	Ohio		
f. Zip Code:	44074		
g. Phone:	(440) 775-7290		
h. Fax:	(440) 775-1185		
i. Email Address:	jhade@cityofoberlin.com		
j. Alternative or Additional Contacts (Name, Title, Phone, Email):			
k. Person performing analysis if different from above:	Mark Snider		
. Title:	Laboratory Technician		
m. Phone:	(440) 775-7291 ext. 185		
n. Email Address.	msnider@cityofoberlin.com		

Table 1-3. Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)

a. Fiscal Agent:	Salvatore Talarico
b. Title:	Finance Director
c. Street Address:	69 South Main St.
d. City:	Oberlin
e. State:	Ohio
f. Zip Code:	44074
g. Phone;	(440) 775-7210
h. Fax:	(440) 776-2090
i. Email Address:	stalarico@cityofoberlin.com
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	<u> </u>

# Section 2. Applicant Certification Statement

Instructions: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature, or certification will be required from those applicants when a grant contract is sent out for signature.

#### Statement of Certification

I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (inter alia):

- ☑ The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- $\ensuremath{\square}$  The laboratory receiving equipment under this Program is owned and operated by the applicant public water system.
- ☑ The applicant will maintain the equipment for a minimum period of four years from the date of installation. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years following installation.
- ☑ Sampling must be done in accordance with the Ohio EPA's Harmful Algal Bloom Response Strategy.
- ☑ The applicant shall ensure that a certified Water Supply operator or a certified lab analyst conducts the tests using the equipment obtained and shall follow the Ohio EPA Consensus Microystin ELISA-ADDA Analytical Methodology and Quick Reference Guide for Laboratories.
- ☑ All results obtained using the equipment from this grant shall be shared with the Ohio EPA at least within one week of analysis.
- ☑ The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- ☑ The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- ☑ The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- ☑ The applicant has received approval from its governing body, to apply and make use of the funding under this program.

- ☑ The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- ☑ Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's
  Authorizing Agent or spouse has not made, within the two previous years, one or
  more contributions totaling in excess of \$1,000 to the Governor or his campaign
  committees.
- ☑ Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state ethics laws and conflict of interest laws; and state regulations covering nondiscrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

**Table 2-1. Applicant Certification Signature** 

a. Signature of Authorizing Agent:	51/1
b. Date:	alatie
c. Name (typed):	Eric P. Norenberg
d. Title or relationship to applicant organization:	City Manager
e. Name of Public Water System	City of Oberlin

# CITY OF OBERLIN, OHIO

# ORDINANCE No. 15-45 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY, DIVISION OF DRINKING AND GROUND WATERS FOR A CYANOTOXIN TESTING EQUIPMENT GRANT AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Environmental Protection Agency. Division of Drinking and Ground Waters has determined that Ohio public water systems need a quick and cost effective means to test their source and finished water for the presence of cyanotoxins which may occur in surface water sources as the result of harmful algal blooms; and

WHEREAS, the Ohio Environmental Protection Agency, Division of Drinking and Ground Waters is offering grants to reimburse the initial cost of approved equipment, supplies, and training for cyanotoxin testing and analysis.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to prepare and file an application with the Ohio Environmental Protection Agency, Division of Drinking and Ground Waters for a cyanotoxin testing equipment grant.

SECTION 2. That the City Manager is hereby authorized to accept said OEPA grant funds under the terms and conditions defined in the grant application, if the application is approved.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: in order to allow for the filing of an Ohio Environmental Protection Agency grant application in a timely manner and shall take effect immediately upon passage.

# Section 3. Equipment and Supply Data

Table 3-1. Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment, Supplies & Training (Manufacturer, Model & Description)	Number	Unit Cost	Cost (number x unit cost)	
Equipment				
a.)Multichannel 8 tip pipette (adjustable)	1	499.00	499.00	
b.)Microtiter Plate Reader (Computer based)	1	4200.00	4200.00	
c.)Plastic syringes (5 ml) 125/bag	1	31.00	31.00	
d.)VWR Undercounter Freezer	1	1385.49	1385.49	
e.) MicroPette pipettor 100-1000 ul	1	215.95	215.95	
f.)500 ml Class A volumetric flask (6/ pack)	1	275.95	275.95	
g.)Pyrex snap caps for volumetric flask (6/bag)	1	19.99	19.99	
h.)MicroPette Pipettor 10-100 ul	1	215.95	215.95	
i.)10-200 ul pipettor tip rack	1	44.95	44.95	
j.) basin, reagent, for multichannel (50/bag)	1	100.00	100.00	
k.) shipping (via FedEx economy)	1	135.00	135.00	
Supplies		1		
a.) VWR disposable pipetting reservoirs (200)	1	114.79	114.79	
b.) 4 ml glass vials with caps (100/box)	1	50.00	50.00	
c.) 40 ml glass vials with caps (144/box)	1	144.00	144.00	
d.) Glass microfiber filter, GD/X25-0.45um (150/pack)	1	595.00	595.00	
e.) VWR polyester sealing film (200/pack)	1	61.85	61.85	
.) pipette tips (100-1000ul) (1000/pack)	1	20.95	20.95	
g.) pipette tips (10-100ul) (1000/pack)	1	15.99	15.99	
n.) Microcystins/Nodularins ELISA test kit	1	450.00	450.00	

Total Cost			\$11259.86
Total Cont			
e. On –site training from Abraxis	1	2500.00	2500.00
Training			
n.) Shipping via FedEx economy	1	40.00	40.00
m.) Pipette tips (96/box 30-300ul)	2	11.00	22.00
l.) Pipette tips (96/box) 10-200ul	2	11.00	22.00
k.) 4ml Vial rack (48 positions)	1	25.00	25.00
j.) 125 ml glass bottles with caps (24/box)	1	25.00	25.00
i.) MDL study solution (3 vials)	1	50.00	50.00

### Section 4. Vendor Information

## Table 4-1. Vendor Identification Information and Cost

Please complete the following table for the vendor that you will use in this project. If you propose to install the equipment using public water system employees, please identify the distributor from whom you are purchasing the kits or other products. If there are multiple vendors, please copy and paste this table, as much as needed, in order to provide complete information for each vendor

a. Name of Vendor:	VWR
b. Full Address:	800 E. Fabyan Pkwy. Batavia, IL 60510
c. Contact Name:	N/A - use customer service
d. Telephone Number:	(630) 879-0600
e. Fax Number:	(630) 879-6718
·f. Email:	technical productsupport EVWR. com
g. Service or Product Being Provided:	equipment, supplies, & training
h. Total Cost:	\$ 10,604.00

# Attachment: Supporting Documentation Requirement for Cost Estimates

Supporting documentation for each cost is required to be submitted with your application. Applicants are encouraged to seek competitive pricing for the products meeting the standards described in Section II (d), and must follow their own procurement procedures as established under state law. It is not required to attach more than one quote to this application, but the public water system should keep on file records of price quotes it considered, in order to be able to demonstrate upon request that competitive procurement was conducted. Attach a hard copy of a price quote from a vendor as supporting documentation in the Attachments section.



# **Supporting Documentation**

Please check this box if a document is attached that fulfills the supporting documentation requirements of this section.

## Section 4. Vendor information

# Table 4-1. Vendor Identification Information and Cost

Please complete the following table for the vendor that you will use in this project. If you propose to install the equipment using public water system employees, please identify the distributor from whom you are purchasing the kits or other products. If there are multiple vendors, please copy and paste this table, as much as needed, in order to provide complete information for each vendor.

a. Name of Vendor	
	Abraxis
b. Full Address:	124 Railroad Dr. Warminster PA 18974
c. Contact Name:	
	Curtis Caulfield
d. Telephone Number:	(215) 357-3911
e. Fax Number:	(215) 357-5232
f. Email:	
1	ccaulfield e abraxiskits.com
<ul><li>g. Service or Product Being Provided;</li></ul>	Elisa test Rit for mycrocystin
h. Total Cost:	*500.00

# Attachment: Supporting Documentation Requirement for Cost Estimates

Supporting documentation for each cost is required to be submitted with your application. Applicants are encouraged to seek competitive pricing for the products meeting the standards described in Section II (d), and must follow their own procurement procedures as established under state law. It is not required to attach more than one quote to this application, but the public water system should keep on file records of price quotes it considered, in order to be able to demonstrate upon request that competitive procurement was conducted. Attach a hard copy of a price quote from a vendor as supporting documentation in the Attachments section.



# Supporting Documentation

Please check this box if a document is attached that fulfills the supporting documentation requirements of this section.

# Quotation

#### http://www.abraxiskits.com

Josh Keeler City of Oberlin 43885 Parsons Road Oberlin, OH 44074

08 October 2015

### QUOTATION NUMBER QL-CMC-151008-33

We are pleased to quote:

Quantity	Part Number		Unit Price	Total Pric	
1	PN475010	Reader, Microtiter Plate (computer based)	\$4,200.00	\$4,200	
1	PN 300304	Pipette, Multichannel, 8 tip, adjustable	\$499.00		
2	PN 300002	Tips, Pipette, 96/bx, 10-200ul	\$11.00		.00
2	PN 300004	Tips, Pipette, 96/bx, 30-300ul	\$11.00	\$22	
1	PN 300005	Basin, Reagent, for Multichannel, 50/bg	\$100.00	\$ 100.	
1	PN 5200110H	Microcystins/Nodularins (ADDA)OH ELISA Kit,	\$450.00	\$ 450.	
		Microtiter Plate (96T)	<b>4.00.00</b>	Ψ 700.	.00
1		MDL Study Solution, 3 vials	\$50.00	\$50.	00
1	PN 000111	Training, On-site w/Certification - 3 people	\$2,500.00	\$2,500.	
		(highly recommended) (kit included)	+=,000.00	Ψ£,500.	
1	NPN	Shipping via FedEx	\$135.00	\$135.	00
			Total	\$7,978.	

Prices are valid for 30 days. Terms are net 30 days. Unpaid balances are subject to a service charge of 2.0% per month. F.O.B. Warminster, PA, freight prepaid and added.

### Curtis M. Caulfield

Curtis M. Caulfield Sales Manager

## **Ordering Procedure**

- 1. Fax (215) 357-5232, mail, or telephone (215) 357 3911 your order with the following information:
  - bill-to and ship-to addresses
  - contact name and phone number
  - date required
  - purchase order number (or credit card number, expiration date, and name as it appears on card)
  - quote number, where applicable
  - quantity, description, part number, and price of items needed.

Incomplete information may delay the processing of your order.

- 2. All reagent shipments are sent via Federal Express Standard Overnight unless otherwise requested.
- 3. Shipping charges are prepaid and added to all invoices.
- 4. Visa and MasterCard are accepted.

# Quotation

#### http://www.abraxiskits.com

Josh Keeler City of Oberlin 43885 Parsons Road Oberlin, OH 44074

06 October 2015

## QUOTATION NUMBER QL-CMC-151006-22

We are pleased to quote:

Quantity	Part Number		Unit Price	To	tal Price
1	PN 705028	Bottles, Glass, 125mL, with caps, bx/24	\$25.00		25.00
1	PN 704013	Syringe, Plastic, 5mL, bg/125	\$31.00	4	31.00
1	PN 706051	Filter, GD/X25, Glass Microfiber, 0.45um, pk/150	\$595.00	0	595.00
1	PN 395011	Vials, Glass, 4mL, with caps, bx/100	\$50.00		50.00
1		Vials, Glass, 40mL, with caps, bx/144	\$144.00		
1	PN 395013	Rack, for 4mL Vials, 48 position (4X12)	\$25.00	4	144.00
1	NPN	Shipping via FedEx Economy	\$40.00	Φ	25.00 40.00
		I in	Total	φ	
			10031		\$910.0

Prices are valid for 30 days. Terms are net 30 days. Unpaid balances are subject to a service charge of 2.0% per month. F.O.B. Warminster, PA, freight prepaid and added.

Sincerely,

### Curtis M. Caulfield

Curtis M. Caulfield Sales Manager 215-357-3911 ccaulfield@abraxiskits.com

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- 4. Visa and MasterCard are accepted.





### **CYANOTOXIN TESTING EQUIPMENT**

# **Grant Program Application**

For Office Use Only:	
Application Number:	Date Received:

# Section 1. Contact Information for Applicant

# Table 1-1. Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	City of Oberlin Water Plant					
b. PWS Identification Number (PWSID):	OH4755822					
b. Federal Employer Identification Number (EIN):	34-6002073					
c. Street Address:	85 South Main St.					
d. City:	Oberlin					
e. State:	Ohio					
f. Zip Code:	44074					
g. County:	Lorain					
h. Authorizing Agent:	Eric P. Norenberg, City Manager					
i. Authorizing Agent Phone Number:	(440) 775–7206					
j. Authorizing Agent Email Address:	enorenberg@cityofoberlin.com					

Table 1-2. Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).

a. Project Director (Primary Contact):	Jerry Hade
b. Title:	Water Superintendent
c. Street Address:	42885 Parsons Rd.
d. City:	Oberlin
e. State:	Ohio
f. Zip Code:	44074
g. Phone:	(440) 775-7290
h. Fax:	(440) 775-1185
i. Email Address:	jhade@cityofoberlin.com
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	
k. Person performing analysis if different from above:	Mark Snider
I. Title:	Laboratory Technician
m. Phone:	(440) 775-7291 ext. 185
n. Email Address:	msnider@cityofoberlin.com

Table 1-3. Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)

a. Fiscal Agent:	Salvatore Talarico
b. Title:	Finance Director
c. Street Address:	69 South Main St.
d. City:	Oberlin
e. State:	Ohio
f. Zip Code:	44074
g. Phone:	(440) 775-7210
h. Fax:	(440) 776-2090
i. Email Address:	stalarico@cityofoberlin.com
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	

### Section 2. Applicant Certification Statement

*Instructions*: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature, or certification will be required from those applicants when a grant contract is sent out for signature.

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- ☑ The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- ☑ The laboratory receiving equipment under this Program is owned and operated by the applicant public water system.
- ☑ The applicant will maintain the equipment for a minimum period of four years from the date of installation. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years following installation.
- ☑ Sampling must be done in accordance with the Ohio EPA's Harmful Algal Bloom Response Strategy.
- ☑ The applicant shall ensure that a certified Water Supply operator or a certified lab analyst conducts the tests using the equipment obtained and shall follow the Ohio EPA Consensus Microystin ELISA-ADDA Analytical Methodology and Quick Reference Guide for Laboratories.
- ☑ All results obtained using the equipment from this grant shall be shared with the Ohio EPA at least within one week of analysis.
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- ☑ The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- ☑ The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- ☑ The applicant has received approval from its governing body, to apply and make use of the funding under this program.

- ☑ The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- ☑ Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- ☑ Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

**Table 2-1. Applicant Certification Signature** 

a. Signature of Authorizing Agent:	19Vc
b. Date:	9/9/13
c. Name (typed):	Eric P. Norenberg
d. Title or relationship to applicant organization:	City Manager
e. Name of Public Water System	City of Oberlin

# Section 3. Equipment and Supply Data

Table 3-1. Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment, Supplies & Training	Number	Unit	Cost	
(Manufacturer, Model & Description)		Cost	(number x unit cost)	
Equipment				
a.) SoftGrip Adjustable Volume 8-Channel Pipettor 30-300ul	1	808.52	808.52	
b.) Multiskan FC Miroplate Photometer	1	6745.13	6745.13	
c.) Gastight Luer-Lock Syringes, SGE 5mn.	1	137.31	137.31	
d.) VWR Undercounter Freezer	1	1385.49	1385.49	
e.) MicroPette Pipettor 100-1000ul	1	215.95	215.95	
f.) 500 ml. Class A Volumetric Flask	1pk of 6	275.95	275.95	
g.) Pyrex Snap Cap for volumetric flask	1pk of 6	19.99	19.99	
h.) MicroPette Pipettor 10-100ul	1	215.95	215.95	
i.)10-200ul Pipettor Tip Rack	1	44.95	44.95	
Supplies		<u> </u>	1	
a.) VWR Disposable Pipetting Reserviors	1cs. of 200	114.79	114.79	
b.) 4ml. Clear Vials	1cs. of 200	168.10	168.10	
c.) VWR TraceClean 40ml. Vials	1cs. of 72	187.84	187.84	
d.) Nalgene Syringe Filters	1cs. of 125	398.00	398.00	
e.) VWR Polyester Sealing Films for ELISA	1cs. of 200	61.85	61.85	
f.) Tips for 100-1000ul Pipettor	1 1000pk.	20.95	20.95	
g.) Tips for 10-200ul pipetor	1 1000pk	15.99	15.99	
h.) ELISA Test Kit from Abraxis	1	500.00	500.00	
Training	<u> </u>	<u> </u>		
a.)Installation and Training Kit for Multiskan	1	596.97	596.97	

b.)		
Total Cost	\$11913.69	

### Section 4. Vendor Information

### Table 4-1. Vendor Identification Information and Cost

Please complete the following table for the vendor that you will use in this project. If you propose to install the equipment using public water system employees, please identify the distributor from whom you are purchasing the kits or other products. If there are multiple vendors, please copy and paste this table, as much as needed, in order to provide complete information for each vendor.

a. Name of Vendor.	VWR
b. Full Address:	800 E. Fabyan Pkwy. Batavia, IL 60510
c. Contact Name:	N/A - use customer service
d. Telephone Number:	(630) 879-0600
e. Fax Number:	(630) 879-6718
f. Email:	technical productsupport EVWR, com
g. Service or Product Being Provided:	equipment, supplies, & training
h. Total Cost:	\$ 10,604.00

### **Attachment: Supporting Documentation Requirement for Cost Estimates**

Supporting documentation for each cost is required to be submitted with your application. Applicants are encouraged to seek competitive pricing for the products meeting the standards described in Section II (d), and must follow their own procurement procedures as established under state law. It is not required to attach more than one quote to this application, but the public water system should keep on file records of price quotes it considered, in order to be able to demonstrate upon request that competitive procurement was conducted. Attach a hard copy of a price quote from a vendor as supporting documentation in the Attachments section.



### **Supporting Documentation**

Please check this box if a document is attached that fulfills the supporting documentation requirements of this section.



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PRODUCTS SERVICES PROMOTIONS LITERATURE INVESTORS FONTACT ABOUT VWR	MY ACC	12.00	es 2 lg infil
Search:   Go   Advanced   MSDS   Cecuticates   Chemical Structure  > VWR® Disposable Pipetting Reservoirs  VWR® Disposable Pipetting Reservoirs			Share
Septies. VAN titterilational		RELATED INFO	RMATION
VWR® Disposable Pipetting Reservoirs are designed for use in multichannel pipetting applications, and will accommodate all to pipettors up to 12-channel width.  Available in distinct 25, 50, or 100 mL formats	ypes of	● RSE/TSE ● Cartification	
Available sterile or nonsterile     Lot-certified, nonpyrogenic, DNase- and RNase-free			

Pipetting reservoirs feature a trough design, graduation marks on interior walls, and pour-off spouts on each corner. All reservoirs are lot-certified, nonpyrogenic, and DNase- and RNase-free.

The 25mL reservoirs are also available in a unique divided format that features three distinct mini reservoir chambers, each with a 5mL capacity. The 50mL reservoirs are available in clear FDA grade PVC or virgin modified polystyrene. All other sizes are manufactured from virgin modified polystyrene. Available nonsterile or electron beam sterilized.



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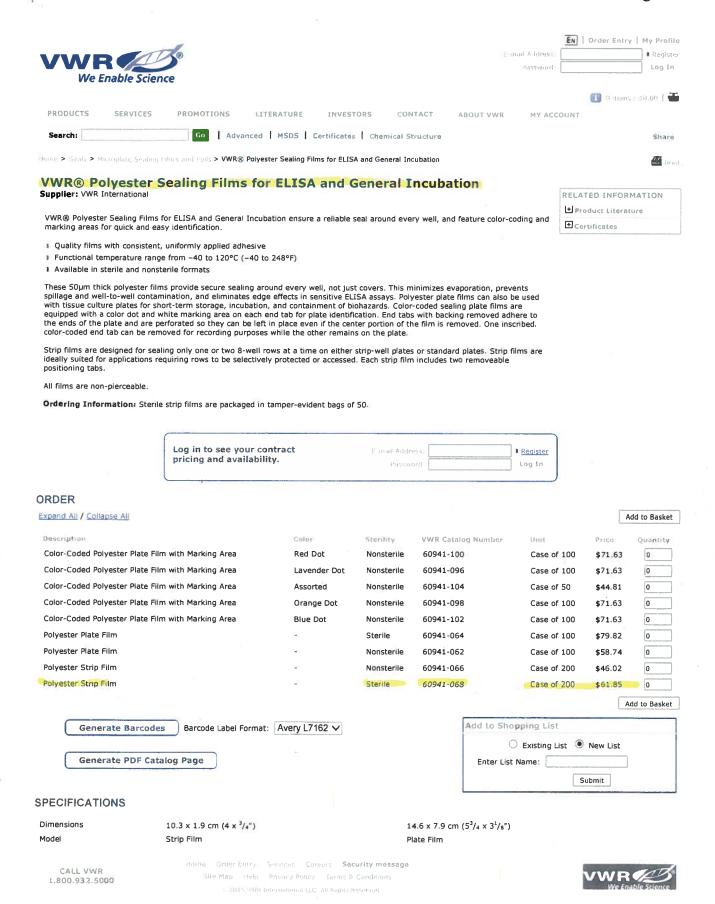
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Donasia								Add	to Basket
Description	Cittaci	v KocW c H	Colm	Steribry	Packagonj	VWR Catalog	100000	Perce	Quantity
Polystyrene Reservoirs	25 mL	14.6 x 5.1 x 2.5 cm (5 <sup>3</sup> / <sub>4</sub> x 2 x 1")	White	Sterile	5/Bag, 40 Bags/Case	89094-662	Case of 200	\$129.72	
Polystyrene Reservoirs	25 mL	14.6 x 5.1 x 2.5 cm (5 <sup>3</sup> / <sub>4</sub> x 2 x 1")	White	Sterile	Individually Wrapped	89094-664	Case of 100	\$168.55	0
☐ Polystyrene Reservoirs	25 mL	14.6 x 5.1 x 2.5 cm (5 <sup>3</sup> / <sub>4</sub> x 2 x 1°)	White	Nonsterile	Bulk Packed	89094-666	Case of 800 Pack of 50	\$821.16 \$56.52	0
Polystyrene Reservoirs     GSA	50 mL	$14.6 \times 8.3 \times 3 \text{ cm } (5^3/_4 \times 3^1/_4 \times 1^3/_{16}")$	Natural	Sterile	5/Bag, 40 Bags/Case	89094-676	Case of 200	\$122,51	0
Polystyrene Reservoirs	50 mL	$14.6 \times 8.3 \times 3 \text{ cm } (5^3/_4 \times 3^1/_4 \times 1^3/_{16})$	Natural	Sterile	Individually Wrapped	89094-678	Case of 100	\$161.81	0
Polystyrene Reservors  GSA	50 mL	$14.6 \times 8.3 \times 3 \text{ cm } (5^3/_4 \times 3^1/_4 \times 1^3/_{16})$	White	Sterile	5/Bag, 40 Bags/Case	39094-680	Case of 200	\$114,79	0
Polystyrene Reservoirs	50 mL	$14.6 \times 8.3 \times 3 \text{ cm } (5^3/_4 \times 3^1/_4 \times 1^3/_{16})$	White	Sterile	Individually Wrapped	89094-682	Case of 100	\$152.77	0
☐ Polystyrene Reservoirs	50 mL	14.6 x 8.3 x 3 cm (5 <sup>3</sup> / <sub>4</sub> x 3 <sup>1</sup> / <sub>4</sub> x 1 <sup>3</sup> / <sub>16</sub> ")	White	Nonsterile	Bulk Packed	89094-674	Case of 400	\$273.39	0
GSA							Pack of 50	\$44.56	0
Polystyrene Reservoirs	100 mL	$14.6 \times 8.3 \times 3 \text{ cm } (5^3/_4 \times 3^1/_4 \times 1^3/_{16})$	White		5/Bag, 40 Bags/Case	89094-656	Case of 200	\$129.60	0
Polystyrene Reservoirs	100 mL	$14.6 \times 8.3 \times 3 \text{ cm } (5^3/_4 \times 3^1/_4 \times 1^3/_{16}")$	White 5		Individually Wrapped	89094-658	Case of 100	\$168.55	





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	/WR	1150					mail Address		Register
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⊡	Processed (PC) Vials	Certificates	40 mL	Solid-Top	Amber	89093-844	Case of 72	\$199.05	0
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	Processed (PC) Vials	Certificates	40 mL	Solid-Top	Clear	89093-836	Case of 72	\$187.84	0
П	Quality-Assured® (QA)		40 mL	Open-Top	Amber	89093-874	Case of 72	\$191.30	0
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Ы	Quality-Assured® (QA)	Vials	40 mL	Open-Top	Clear	89093-862	Case of 72	\$191.81	0
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⊡	Quality-Assured® (QA)	Vials	40 mL	Solid-Top	Amber	89093-846	Case of 72	\$237.52	0
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	Not Processed (NPC) Vi	als	40 mL	Open-Top	Clear	89093-850	Case of 72	\$107.46	0
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0.2 μm, SFCA	Sterile	723-9920	SYRINGE FILTER SFCA 0.2UM 2	25MM ST CS125	10218-476	Case of 125	\$398.00	0
0.2 μm, SFCA	Sterile	723-2520	SYRINGE FILTER SFCA 0.2UM 2	25MM STRL CS50	10218-470	Case of 50	\$163.00	0
0.45 μm, SFCA	Sterile	723-9945	SYRINGE FILTER SFCA 0.45UM	25MM ST CS125	10218-478	Case of 125	\$398.00	0
0.45 μm, SFCA	Sterile	723-2545	SYRINGE FILTER SFCA 0.45UM	25MM ST CS50	10218-472	Case of 50	\$163.00	0
0.45 μm, SFCA	Nonsterile	724-2045	SYRINGE FILTER SFCA 0.45UM	25MM CS500	10218-482	Case of 500	\$1,550.00	0
0.8 μm, CA	Nonsterile	724-2080	SYRINGE FILTER CA 0.8UM 25N	1M CS500	10218-484	Case of 500	\$1,550.00	0
0.8 μm, CA	Sterile	723-2580	SYRINGE FILTER CA 0.8UM 25N	MM STRL CS50	10218-474	Case of 50	\$163.00	0
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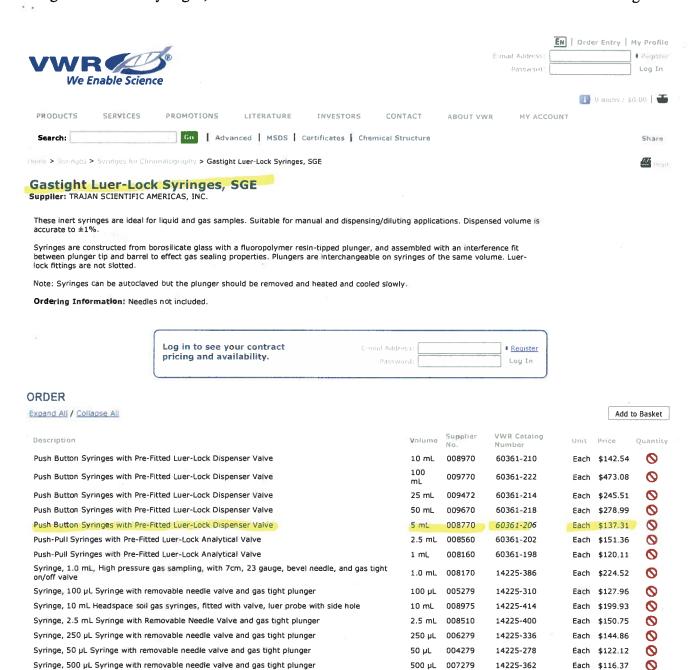
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The Hamilton line of pipettes pu standards for quality, comfort a			ues of hand s	train, fatigue	and other injuries.	Our products s	et new			
With the multi-channel pipettes unique, long tip ejector lever an left- or right-handed use. The is volume adjustment.	d movable	lower body can be rota	ted a full 360	o relative to	the handle to provid	le maximum co	mfort for			
The new generation of Hamilton errors. The slim ejection sleeve to the bottom of narrow tubes w	is made fro	m a high strength, che	mically resist							
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Description	Valume	Accuracy	Calor	Increments	Precision	Supplier No.	VWR Catalo	Jimil Po	Price	Quantity
SoftGrip*** Adjustable Volume 12-Channel Pipettor	30-300 μL	±2.40% at 10%, ±1.00% at 100%	Brick Red	0.2 μL	±1.20% at 10%, ±0.50% at 100%	55019- 56	89050-688	Each	\$949.50	0
☐ SoftGrip™ Adjustable Volume 12-Channel Pipettor	5-50 µL	±5.00% at 10%, ±1.00% at 100%	Sandstone	0.02 µL	±2.00% at 10%, ±0.50% at 100%	55019- 5 <b>4</b>	89050-686	Each	\$949.50	0
SoftGrip Adjustable Volume 8-Channel Pipettor	30-300 µL	±1.20% at 10%, ±0.50% at 100%	Brick Red	0.2 µL	±0.70% at 10%, ±0.30% at 100%	55019- 52	89050-684	Each	\$808.52	0
SoftGrip™ Adjustable Volume 8-Channel Pipettor	5-50 µL	±2.00% at 10%, ±0.80% at 100%	Sandstone	0.02 µL	±2.00% at 10%, ±0.35% at 100%	55019- 50	89050-682	Each	\$808.52	0
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The instrument combines the e	ultiskan FC® microplate photometer is stablished quality of the Multiskan pro isure reliable performance and user-fr	duct line with a large color screen, vis	rch and routine applic sual internal software,	ations	d Literature
Lowry assays. It has an eight-p fast linear shaking capabilities a incubator equipped model allow design, in combination with the	to 850nm wavelength range, enabling losition filter wheel with three standard are standard. Rapid processing allows is temperature control up to 50°C (12 auto-calibration procedure that is per lajor instrument functions are internally in use.	d filters (405, 450, and 620nm) pre-ii 96-well plates to be read in under 6 s 2°F) and the ability to read 384-well formed during each measurement, or	nstalled. Slow, medium seconds. The optional plates. The proven op	n, or	
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Standard Filters					
Description	Supplier No.	VWR Catalog Number	Unit	Orașe	Ownitity
Optical Filter, 340 nm	1423405	11311-068	Each	\$263.22	0
Optical Filter, 414 nm	1424145	11311-072	Each	\$263.22	0
Optical Fifter, 450 nm	1424505	11311-074	Each	\$263.22	.0
Optical Filter, 492 nm	1424925	11311-076	Each	\$263.22	0
Optical Filter, 540 nm	1425405	11311-078	Each	\$263.22	0
Optical Filter, 550 nm	1425505	11311-080	Each	\$263.22	0
Optical Filter, 570 nm	1425705	11311-082	Each	\$263.22	O
Optical Filter, 595 nm	1425955	11311-084	Each	\$263.22	0
Optical Filter, 650 nm	1426505	11311-088	Each	\$263.22	0
Optical Filter, 690 nm	1426905	11311-090	Each	\$263.22	0
Optical Filter, 750 nm	1427505	89037-688	Each	\$685.65	0
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## SPECIFICATIONS

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Accuracy ±1% for 0.3-3 Abs at 405 nm, ±2% for 3-4 Abs at 405 nm Dimensions  $21H \times 29W \times 40D \text{ cm } (8^{1}/_{4} \times 11^{7}/_{16} \times 15^{3}/_{4})$ Electrical 100-240V, 50/60Hz Linearity ±2% at 405 nm CV≤0.2% for 0.3-3 Abs at 405 nm, CV ≤1.0% for 3-4 Abs at 405 nm Read-out range 0-6 Abs 6 seconds in Fast Mode and 12 seconds in Normal Mode for 96-well plates; 11 seconds in Fast Mode and 33 seconds in Normal Mode for 384-well Speed Wavelength 340-850 nm Range Weight 8.5 kg (18.7 lbs.) **ACCESSORIES** Expand All / Collapse All Add to Basket Accessories for Multiskan FC® Microplate Photometer, Thermo Scientific Supplier No. VWR Catalog Number Lamp, 6V/10W 1410101 Each \$215.46 0 MIB Installation and Training for Multiskan FCik 51119000INST 89168-298 \$596.97 MIB Installation and Training for Multiskan FCia with Incubator 51119100INST 89168-300 Each \$596.97 0 Generate Barcodes | Barcode Label Format: | Avery L7162 ✓ Add to Shopping List Existing List New List Generate PDF Catalog Page Enter List Name: Submit



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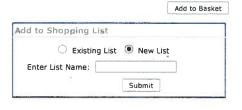
Syringe, 5 mL Headspace soil gas syringes, fitted with valve, luer probe with side hole

Syringe, 1.0 mL Syringe with removable needle valve and gas tight plunger, 1MR-V-GT (PTFE

**ACCESSORIES** 

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Tipped Plunger Syringe)



Each \$185.76

Each \$160.07

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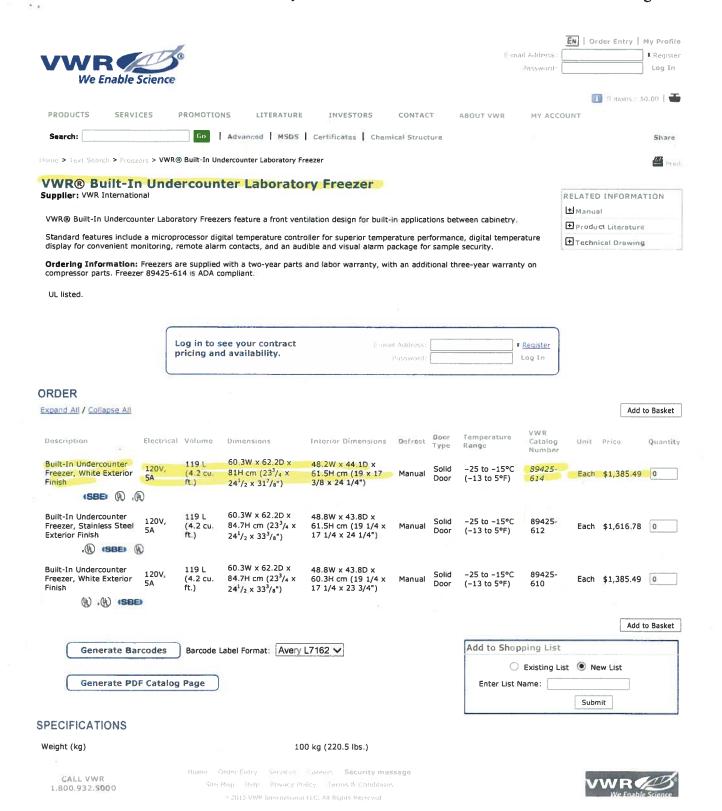
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#### Section 4. Vendor Information

### Table 4-1. Vendor Identification Information and Cost

Please complete the following table for the vendor that you will use in this project. If you propose to install the equipment using public water system employees, please identify the distributor from whom you are purchasing the kits or other products. If there are multiple vendors, please copy and paste this table, as much as needed, in order to provide complete information for each vendor.

a. Name of Vendor:	USA Blue Book
b. Full Address:	3781 Bur Wood Dr. Waukeyan, IL 60085
c. Contact Name:	NA - use Customer service
d. Telephone Number:	(800) 548-1234
e. Fax Number:	(847) 689 -3030
f. Email:	customerservice@bluebook.com
g. Service or Product Being Provided:	Equipment & supplies for lab testing
h. Total Cost:	809.73

### Attachment: Supporting Documentation Requirement for Cost Estimates

Supporting documentation for each cost is required to be submitted with your application. Applicants are encouraged to seek competitive pricing for the products meeting the standards described in Section II (d), and must follow their own procurement procedures as established under state law. It is not required to attach more than one quote to this application, but the public water system should keep on file records of price quotes it considered, in order to be able to demonstrate upon request that competitive procurement was conducted. Attach a hard copy of a price quote from a vendor as supporting documentation in the Attachments section.



### **Supporting Documentation**

Please check this box if a document is attached that fulfills the supporting documentation requirements of this section.

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Now In: Lab Equipment / Pipets, Pipettors & Dispensers / MicroPette Pipettor 100-1000µL, 71211114

#### MicroPette Pipettor 100-1000µL, 71211114

M E-mail this product to a friend

• Lightweight, ergonomic, low-force design

Item: 11317
Weight: 1.0 lbs
Catalog Price: \$215.95

Quantity: 1 Add to Cart Add to Wish List



These pipettors are perfect for routine, repetitive dispensing tasks. The ergonomic low-force design helps avoid repetitive strain injuries. To set the volume, simply turn the plunger button—digital display clearly shows the volume setting. Tip ejector allows for convenient one-handed operation. Lower (black) part of the pipettor is autoclavable.

Pipette tips are not included; order separately.

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Now In: Lab Equipment / Flas	sks / Carning Pyre	x Volumetric Flask,	Class A. 500 mL,	5580-500 (6/Pack)			
Corning Pyrex Volu	ımetric Flas	sk, Class A, 5	00 mL, 558	0-500 (6/Pa	ack)	-	
Class A tolerance							
Item: 59057 Weight: 4.0 lbs Catalog Price: \$275.95 Quantity: 1 Add to	Cart Add to W	fish List					
Corning® Pyrex volumetric fla line is sharp and permanent.	asks are manufac Each flask has a r	tured for increased a marking spot and inc	strength in the bo cludes a snap cap.	dies and necks. Th	e graduation		
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Item: 30234 Weight: 0.2 lbs Catalog Price: \$19.99 Quantity: 1   Add to Cart   Add to Wis	sh List	» =			Sorry,
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Now In: Lab Equipment / Pipets, Pipettors & Dispensers / MicroPette Pipettor 10-100µL, 71211108

#### MicroPette Pipettor 10-100µL, 71211108

E-mail this product to a friend

· Lightweight, ergonomic, low-force design

Item: 11315
Weight: 1.0 lbs
Catalog Price: \$215.95

Quantity: 1 Add to Cart Add to Wish List



These pipettors are perfect for routine, repetitive dispensing tasks. The ergonomic low-force design helps avoid repetitive strain injuries. To set the volume, simply turn the plunger button—digital display clearly shows the volume setting. Tip ejector allows for convenient one-handed operation. Lower (black) part of the pipettor is autoclavable.

Pipette tips are not included; order separately.

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#### Tips for 10-200µL Pipettor, Yellow Rack 10x96, 960 tips/pk, 750005

Item: 11324 Weight: 5.0 lbs Catalog Price: \$44.95

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#### Section 4. Vendor Information

#### Table 4-1. Vendor Identification Information and Cost

Please complete the following table for the vendor that you will use in this project. If you propose to install the equipment using public water system employees, please identify the distributor from whom you are purchasing the kits or other products. If there are multiple vendors, please copy and paste this table, as much as needed, in order to provide complete information for each vendor.

a. Name of Vendor.	Abraxis
b. Full Address:	124 Railroad Dr. Warminster PA 18974
c. Contact Name:	Curtis Caulfield
d. Telephone Number:	(215) 357-3911
e. Fax Number:	(215) 357-5232
f. Email:	ccaulfield e abraxiskits.com
g. Service or Product Being Provided:	Elisa test Rit for mycrocystin
h. Total Cost:	*S00.00

### Attachment: Supporting Documentation Requirement for Cost Estimates

Supporting documentation for each cost is required to be submitted with your application. Applicants are encouraged to seek competitive pricing for the products meeting the standards described in Section II (d), and must follow their own procurement procedures as established under state law. It is not required to attach more than one quote to this application, but the public water system should keep on file records of price quotes it considered, in order to be able to demonstrate upon request that competitive procurement was conducted. Attach a hard copy of a price quote from a vendor as supporting documentation in the Attachments section.



### **Supporting Documentation**

Please check this box if a document is attached that fulfills the supporting documentation requirements of this section.

# **Abraxis**

## **Domestic Price List**

Product	List Price
Algai Toxins	
FRESH WATER	
Cyanotoxin Automated Assay System (CAAS)	
For use with microtiter plate format kits, installation and one year warranty included, requires Windows computer (not provided)	
PN 475200	\$24,000. <b>0</b> 0
Anatoxin-a, RBA Kit (EPA CCL3)	
PN 520050, Microtiter Plate (96T)(22R)	\$600.00
PN 520051, ES Concentration Kit (25T)	\$150.00
PM 520040, Microtiter Plate (96T)	Geologa
Cylindrospermopsin, ELISA Kit (EPA CCL3)	
PN 522011, Microtiter Plate (96T) PN 529914, Seawater Sample Treatment Solution (45T)	\$500.00 \$100.00
Microcystins/Nodularins (ADDA), ELISA Kit (EPA ETV) (EPA CCL3)	¥230.00
PN 520011, Microtiter Plate (96T) PN 529912, Seawater Clean Up Kit (45T)	\$4 <b>4</b> 0.00 \$250.00
Microcystins/Nodularins (ADDA) OH, ELISA Kit (EPA ETV)	
PN 5200110H, Microtiter Plate (96T)	\$450.00
PN 300700, MDL Study Solution , 0.4 ppb, 1 mL , 3 vials	\$50.00
Microcystins/Nodularins (ADDA) ES, ELISA Kit (EPA CCL3)	
PN 520011ES, Microtiter Plate (96T)	
	\$500.00
Microcystins/Nodularins (ADDA) DM, ELISA Kit (EPA ETV)	
PN 522015, Microtiter Plate (96T) PN 529913, Seawater Sample Treatment Solution (45T)	\$400.00 \$10 <b>0</b> .00
Microcystins (Serum), ELISA Kit	
PN 522031, Microtiter Plate (96T)	\$600.00
Microcystins, ELISA Kit	\$600. <b>0</b> 0
PN 520012A, Coated Tube (40T)	\$400.00
Microcystins, Field Screen, ELISA Kit	\$3 <b>0</b> 0.00
PN 520036, Coated Tube (36T)	<b>\$1</b> 0.00
PN 472285, Rack, Separation, 6 position	\$40.00
N 520036QL, QuikLyse-FS, Sample Lysing Kit (20T)	\$40.00
PN 530040, Accessory Pack, Lysing, Freeze-Thaw (20T)	
PN 530038, Accessory Pack, Filtering (20T)	\$60.00
Microcystins/Nodularins, PP2A Kits	\$550.00
PN 520032, Microtiter Plate (96T) (EPA ETV)	
N 520033, Tube (32T)	\$320.00

# <u>Abraxis</u>

## **Domestic Price List**

Product	List Price
Microcystin LR, Check Samples	
PN 422011, Set of 3	\$300.00
Microcystins, QuikLyse Sample Lysing Kit	
PN 529911, (45T)	\$80.00
Microcystins, Dipstick, Finished Drinking Water	
PN 520016, (5T) PN 520017, (20T)	\$125.00 \$400.00
Microcystins, Dipstick, Source Drinking Water	
PN 520019, (5T) PN 520020, (20T)	\$150.00 \$480.00
Microcystins, Dipstick, Recreational Water (EPA ETV)	
PN 520023, (5T) PN 520022, (20T)	\$150.00 \$480.00
AbraScan Dipstick Reader	
PN 475025	\$1,799.00
PN 000114, Training, Phone, includes kit (5T)	\$250.00
Saxitoxins/Lyngbyatoxin, ELISA Kit	,
PN 52255B, Microtiter Plate (96T) PN 530010, Sample Diluent, 25 mL (10X)	\$5 <b>0</b> 0.00 \$25.00
PROFICIENCY TESTING PROGRAM	
PN 2015-01, Microcystins, 30 March	\$250.00
MARINE WATER	
Brevetoxin (NSP), ELISA Kit	
PN 520026, Microtiter Plate (96T)	\$500.00
PN 520027, Sample Diluent, 30 mL PN 520028, Seawater Sample Pretreatment Solution, 25 mL	\$25.00 \$25.00
Cyclic imines ( PnTX-A, PnTX-G , SPX-C) RBA Kit	
PN 520060, Microtiter Plate (96T)	\$600. <b>0</b> 0
Domoic Acid (ASP), ELISA Kit (AOAC Method 2006.02)	. =
PN 520501, Microtiter Plate (96T)	\$500.00
Okadaic Acid (DSP), ELISA Kit (EC 2002/225 Compliant)	
PN 520021, Microtiter Plate (96T)	\$500. <b>0</b> 0
Okadaic Acid (DSP), PP2A Kit	
PN 520025, Microtiter Plate (96T)	\$600.00
axitoxins (PSP), ELISA Kit (EC 2002/225 Compilant)	
PN 52255B, Microtiter Plate (96T) PN 530010, Sample Diluent, 25 mL (10X) PN 52255SW, Standards, Seawater	\$5 <b>0</b> 0.00 \$25.00 \$5 <b>0</b> .00
Saxitoxins (PSP), Shipboard, ELISA System (ISSC 09-107)	
PN 52255SB, ELISA Kit, Microtiter Plate (96T)	<b>\$</b> 575.00
N 530009, Shipboard Accessory Pack (20T)	\$575.00
N 470061C, Shipboard Starter Pack w/notebook computer	\$160.00
, The same of t	\$2,600.00