

City of Sacramento
City Council - 5PM Report
915 I Street Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2025-01825

12/2/2025

Contract Amendment: Purchase of Lab Equipment, Supplies, and Services [Published for 10-Day Review 11/21/2025]

File ID: 2025-01825

Location: Citywide

Recommendation: Pass a **Motion** authorizing the Interim City Manager or designee to: 1) execute Contract Amendment No. 01 to City Agreement PRC003465 with Fisher Scientific for the purchase of lab equipment, supplies, and services for an increased amount of \$1,760,000, bringing the agreement's total not-to-exceed amount to \$2,000,000 over the maximum 5-year term; and 2) authorizing the Interim City Manager or the designee to execute the purchase specified above.

Contact: Deanne Neighbours, Logistics Manager, (916) 808-3536, dneighbours@cityofsacramento.org; David Herrmann, Operations and Maintenance Manager Water; (916) 808-5652, dherrmann@cityofsacramento.org; Dalia Fadl, Director, (916) 808-3765, dfadl@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Agreement

Description/Analysis

Issue Detail: The Department of Utilities (DOU) has an ongoing need to purchase laboratory equipment, supplies, and services to operate and maintain water and wastewater treatment plants and plant laboratories to remain in compliance with State and Federal regulations.

Policy Considerations: The recommendations in this report are in accordance with City Code Section 3.56.240 which authorizes the City Manager, when it's advantageous to the City, to use cooperative purchasing agreements approved by the Council to purchase supplies or nonprofessional services through legal contracts of other governmental agencies, eliminating the need to perform additional competitive bidding by the City of Sacramento.

The Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7,

Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on November 21, 2025, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations: The Community Development Department, Environmental Services Manager, has determined that the proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA). CEQA Guidelines Section 15378(b). The activity is a continuing administrative or maintenance activity, such as the purchase of supplies, and is not subject to CEQA. CEQA Guidelines Section 15060(c)(3).

Sustainability: The proposed contracts are consistent with the 2040 General Plan PFS-3.1 to continue with the provision of adequate utilities to meet the needs of residents and businesses throughout the City.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: To maximize cost savings and staff resources, many government agencies share contract efforts through cooperative purchasing. This procurement method increases pricing competitiveness and lowers operating costs through volume buying compared to the administrative costs of procurement, staff considers product research, source selection specifications, advertising, staff reports, awards and administration of the contract.

DOU has used both regional and national cooperative purchase agreements to purchase goods and services. Cooperative purchasing enables DOU to evaluate a broader range of contracting opportunities and share resources with other jurisdictions. Cooperative purchase also leverages internal and external resources to maximize cost savings opportunities for DOU.

PRC003465 with Fisher Scientific was awarded subject to NASPO ValuePoint Contract MA2024001, which was competitively bid and awarded through the lead agency, the State of Idaho and is made available to other agencies through the California Participation Addendum 7-24-99-50-04.

Financial Considerations: The funding for the first year of this agreement of approximately \$400,000 has been included in the approved Fiscal Year 2025/26 DOU Operating Budget. The contract is for a total not-to-exceed amount of \$2,000,000 over the five-year term. Funding for future fiscal years shall be subject to funding availability in the adopted budgets for the applicable fiscal year. Purchase orders encumbering funds under this agreement will not be created until needs and funding are identified in the applicable budget (operating, capital, multi-operating, or grants).

There are no General Funds allocated or planned for this project.

Local Business Enterprise (LBE): The minimum LBE participation requirement does not apply to cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar programs.

**CONTRACT AMENDMENT
COOPERATIVE/PIGGYBACK AGREEMENT**

Contract Name: Purchase of Lab Equipment and Services

Contract Number: PRC003465

Contract Amendment No.: 01

The City of Sacramento ("City") and **Fisher Scientific**("Contractor"), as parties to that certain Cooperative/Piggybacking Agreement designated as Contract Number **PRC003465**, including any and all prior amendments modifying the contract (the contract and all amendments are hereafter collectively referred to as the "Contract"), hereby amend the Contract as follows:

1. **The Time of Performance is unchanged.**
2. The maximum not-to-exceed amount that is specified in the Contract for payment of Contractor's fees and expenses is **increased** by **\$1,760,000**, and the Contract's maximum not-to-exceed amount is amended as follows:

Contract's original not-to-exceed amount:	<u>\$240,000</u>
Net change by previous amendments:	<u>\$0</u>
Not-to-exceed amount prior to this amendment:	<u>\$240,000</u>
Increase by this amendment:	<u>\$1,760,000</u>
New not-to exceed amount including all amendments:	<u>\$2,000,000</u>

3. Contractor agrees that the amount specified in section 2 above shall fully compensate Contractor under the Contract, as modified by this amendment, including any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, and costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this contract amendment on behalf of Contractor is duly authorized by Contractor to sign this amendment and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform as required under the Contract, as modified by this amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: 
Mary Diamond (Oct 27, 2025 15:21:49 EDT)

Title: Vice President, Commercial Operations

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: