


ISSUING AGENCY – CITY OF SCOTTSDALE	
	<p>FORMAL REQUEST FOR PROPOSAL / HARDWARE AND SOFTWARE EQUIPMENT PURCHASE</p> <p>GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM</p> <p>RFP #21RP013</p>

CRITICAL DATES	
PROPOSAL SUBMITTAL DUE:	<u>2:00 P.M., LOCAL TIME, DECEMBER 9, 2020</u>
QUESTIONS DUE:	<u>10:00 A.M., LOCAL TIME, DECEMBER 1, 2020</u>
APPROVED ALTERNATE SUBMITTALS DUE:	<u>10:00 A.M., LOCAL TIME, DECEMBER 1, 2020</u>

SUBMITTAL RECEIPT AND OPENING
<p>SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until the time and date stated above in the CRITICAL DATES section of the solicitation, at the Purchasing Department Front Desk, located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. <u>All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.</u> LATE SUBMITTALS WILL NOT BE ACCEPTED. In order to accommodate current social distancing guidelines, the Purchasing office will conduct a Microsoft Teams Live Stream meeting for the public to view the scheduled bid openings online. To attend this meeting, visit us online by clicking the following link Live Bid Opening 21RP013</p>

INFORMATION REQUESTS
<p>Requests for any information relating to this solicitation should be directed to the purchasing staff listed below:</p> <p style="text-align: center;"> Karie Ingles, CPPB Bid & Contract Specialist 480-312-5744 kingles@scottsdaleaz.gov </p> <p>Bidders shall not contact any City of Scottsdale employee, officer, or director other than purchasing regarding this solicitation until after the award of a contract. Any such unauthorized contact may result in bidder being disqualified from further consideration.</p>

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS
<p>The Instructions to Bidders and General Terms and Conditions for formal solicitations, are listed as attachments A and B as outlined below and shall be downloaded by prospective Bidders as part of the solicitation.</p> <p>Attachment A - Formal Solicitation Instructions to Bidders (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).</p> <p>Attachment B - Formal Solicitation General Terms and Conditions (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).</p>

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SECTION 1 - INTRODUCTION



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

RFP #21RP013

A. INTENT

1. The City of Scottsdale (COS) Arizona intends to award a contract for the purchase and installation of one Gas Chromatograph / Mass Spectrometer (the System).
2. Proposers shall furnish and install one (1) Gas Chromatograph / Mass Spectrometry System and its peripherals for the analysis of environmental samples for the detection of semi-volatile compounds in the City of Scottsdale Water Quality Laboratory. Applications are primarily environmental with sample matrices ranging from drinking water to wastewater.
3. The System shall meet or exceed the specifications set forth in the EPA methods 522 and 525.2.
4. After the installation and prior to acceptance, the manufacturer will demonstrate the System capability regarding the stated instrument performance.
5. The specifications associated with this project are intended to generally describe a complete installation. All necessary supplies, accessories, instrument components, autosampler vials, cables, hoses, gas lines, wiring, harnesses and all other items required for complete installation shall be provided by the Vendor, whether or not it has been detailed in these documents.
6. The Vendor shall provide product enhancements, software upgrades and/or equipment upgrades that are required as a result of equipment performance during the first year of its operation.
7. Vendors shall submit detailed information pertaining to initial (on-site) operator training which shall be provided at the time of installation, setup and certification of the System. Additional training must be a minimum of two-8-hour days of instrument operation and application training for a minimum of two (2) laboratory personnel to assure proper operation, analysis, preventive maintenance, troubleshooting and utilization of the equipment supplied. The Vendors shall include information pertaining to any additional training, if any, not mentioned in this section.
8. Additional Requirements:
 - 1.8.1 Vendor shall provide a pre-installation inspection if City of Scottsdale Water Quality Laboratory determines it to be necessary.
 - 1.8.2 All equipment furnished under this solicitation must be new and it must be the standard product of the vendor who is fully experienced, reputable, qualified and regularly engaged in the manufacture of the equipment to be furnished.
 - 1.8.3 The Vendor must have sufficient personnel to complete all work requests, as defined in this Solicitation, in the time frame required by the Contract Administrator.
9. The Vendor shall provide maintenance options for the instrument and software support services available. Details must include hours of availability, guaranteed response times for equipment repairs, on-site services provided, loaner equipment provided, toll-free telephone numbers and remote online support offerings.

10. The vendor shall provide a data report for EPA Method 525.2 on an environmental sample analyzed on the proposed System.
11. All workmanship, materials, and software provided under the scope of this Solicitation shall be warranted for a **MINIMUM** of one (1) year.
12. ALL WARRANTIES SHALL START FROM THE CITY OF SCOTTSDALE IN SERVICE DATE.
13. All warranty items, issues, and concerns shall be resolved at NO CHARGE to the City of Scottsdale. This shall include, but not to be limited to, parts, labor, freight, travel, etc. All warranty items, issues and concerns shall be resolved within the time frame determined by the Contract Administrator.
14. The Vendor shall warranty all parts and services parts and services provided by the subcontractor as if supplied by the Vendor.
15. Pricing shall be listed on the Pricing Proposal Form page.
16. Pricing shall be provided as per unit price. For reasons of clarity, all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Quotation Form herein. Proposals failing to comply with this requirement may be declared unresponsive.
17. Unit prices shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not to be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price (except for applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.
18. Vendors are encouraged to offer additional pricing for related items and products, which are not specifically addressed as line items in this Solicitation, but are directly related to the items and products requested by the City of Scottsdale herein and offered by the vendor. Additional items and products proposed pricing must be noted on the Quotation Form or separate attached vendor submittal document.

SECTION 2 – STATEMENT OF NEED



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

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A. SPECIFICATIONS

1. Product Specifications

- 1.1 The System must be able to detect compounds of interest in Full Scan Mode as specified in the Detector – Mass Spectrometer paragraph, City of Scottsdale Water Quality Laboratory specifications. The manufacturer will demonstrate, after installation, and prior to acceptance, the System capability regarding the City of Scottsdale Water Quality Laboratory specifications outlined below (i.e. a standard run at the laboratory's reporting level).
2. **Gas Chromatograph:**
 - 2.1 Gas Chromatograph (GC) shall be equipped with autosampler and injector system, electronic pressure control, and all applicable interfaces and appropriate column for the methodologies mentioned above.
 - 2.2 Column oven performance:
 - Full Electronic Pressure Control (EPC): digitally controlled carrier gas with gas saver and septum purge.
 - Pressure shall have a typical control of ± 0.001 psi for the range of 0 to 100 psi (minimum) with option of helium or hydrogen carrier gas.
 - Operating temperature range: ambient +3°C to 450°C.
 - Minimum number of ramps / plateaus: 20 / 21.
 - GC column will have heating rate of 120°C/min.
 - GC oven cool down: 450°C to 50°C in <4 minutes.
 - Optional cryogenic cooling of the GC oven and injector.
 - 2.3 GC Analytical performance:
 - Retention time repeatability: better than 0.0008 minutes
 - Peak area repeatability: better than 0.5%
 - 2.4 Autosampler: must be able to accommodate autosampler syringes in sizes from 5 to 250 μ L.
 - 2.5 Injector System:

The injector system must be either so called "multi-mode inlet" or "user installable system". It must be capable of and must have the following:

 - Split / splitless injections.
 - Inject large volumes of sample extracts.
 - Inject thermally labile compounds at a cool temperature and then ramp quickly to transfer the analytes to the column.
 - Must have good sensitivity and peak shape for challenging compounds.
 - Heating rate of 10°C/s minimum.
 - Maximum temperature of 450°C.
 - Accommodate capillary columns of various diameters and lengths.
 - Electronic Pressure Control pressure range: 0-100 psi.
 - Optional sub-ambient / cryogenic cooling of the injector.

3. Detector - Mass Spectrometer:

3.1 The detector - mass spectrometer must have the ability to pass DFTPP tuning and Endrin / DDT breakdown criteria as outlined in EPA Method 525.2, including stability, sensitivity, noise, linear dynamic range, reproducibility, accuracy, precision and detection limits.

3.2 The detector must be capable of and must have / meet the following specifications:

- Electron Impact Ionization (EI) with full scan (FS), selected ion monitoring (SIM) and FS/SIM simultaneous within sample injection.
- High sensitivity EI or Advanced EI source with dual filament, programmable to 350°C
- Optional chemical ionization source, with software switchable dual reagent gas with digital flow control:
 - * Ammonia, methane presets, with option for isobutane and carbon dioxide.
- Adjustable electron energy 0 – 150eV, 70eV nominal.
- Adjustable emission current, from 0 to 350 eV.
- The source temperature must be programmable to 350°C.
- Mass range 1.2 – 1100 amu.
- Scan rate up to 20,000 amu/s.
- Mechanical rotary vane oil pump, 3.3 m³/h.
- High capacity (>300 L/s) turbomolecular pump.
- Foreline convectron gauge.
- General performance specifications:
 - * EI in Full Scan Mode – 1 µL of 1.0 pg/µL octafluoronaphthalene (OFN) will produce S/N > 600:1 for *m/z* 272 scanning from *m/z* 50 to 300.
 - * PCI Mode - 1 µL of 100 pg/µL benzophenone will produce S/N > 300:1 for *m/z* 183 when scanning from *m/z* 80 to 230 using methane as reagent gas.
 - * NCI Mode – 2 µL of 0.1 pg/ µL octafluoronaphthalene will produce S/N > 2000:1 for *m/z* 272 when scanning from 50 to 300 with methane as reagent gas.

3.3 In addition to the vendor specified instrument performance, **the instrument must meet EPA 525.2 method performance criteria and the following City of Scottsdale Water Quality Laboratory performance specifications:**

- In EI SIM Mode, 5 pg on column of 1,4-Dioxane (CAS# 123-91-1) will produce symmetrical peak with S/N >10:1 for the *m/z* 58 or 88.
- In EI Full Scan Mode, 1 µL of 10. pg/µL (10 pg on column) of benzo(a)pyrene (CAS# 50-32-8) will produce symmetrical peak with S/N > 5:1 for *m/z* 252 when scanning from *m/z* 45 to 450.
- In EI Full Scan Mode, 1 µL of 10. pg/µL (10 pg on column) of Endrin (CAS# 72-20-8) will produce symmetrical peak with S/N > 5:1 for *m/z* 81 or 263 when scanning from *m/z* 45 to 450.
- In EI Full Scan Mode, 1 µL of 10. pg/µL (10 pg on column) of Aldrin (CAS# 309-00-2) will produce symmetrical peak with S/N > 5:1 for *m/z* 66 or 263 when scanning from *m/z* 45 to 450.
- In EI Full Scan Mode, 1 µL of 10. pg/µL (10 pg on column) of Hexachlorocyclopentadiene (CAS# 77-47-4) will produce symmetrical peak S/N > 5:1 for *m/z* 237 when scanning from *m/z* 45 to 450.
- In EI Full Scan Mode, 1 µL of 10. pg/µL (10 pg on column) of Simazine (CAS# 122-34-9) will produce symmetrical peak with S/N > 5:1 for *m/z* 201 or 186 when scanning from *m/z* 45 to 450.
- Autotune for DFTPP.

4. Computer, Instrument Control and Data Processing:

- 4.1 The City of Scottsdale IS Department will provide a computer that meets or exceeds the Proposer's specifications. The said computer will be networked in a LAN/WAN environment using 10/100BaseT Ethernet switches, and a fiber gigabit backbone. All proposed or recommended devices must link via TCP/IP protocol.
- 4.2 The proposer must provide the following information:
- It must include detailed information regarding preferred hardware specifications necessary to operate the GC/MS System.
 - Proposers shall provide all cables, network cards, and any other accessories necessary to interface the GC/MS System with the computer.
- 4.3 The data system must include software application consisting of modules for configuration, instrument control, sequencing, data analysis and reporting. The software must completely control the autosampler, gas chromatograph and mass spectrometer. The software must allow complete control of all operating parameters. The software must include the most recent and updated NIST library with compound structures. The software must be capable of existing on a Windows compatible personal computer (PC) network. The software shall allow up to 1000 compounds to be calibrated at up to 20 levels, and must include linear (including weighted), quadratic (including weighted), piecewise, power, and logarithmic curve fits. The software must allow for manual integration of peaks. The software must also provide percent, normalized percent, external standard, and internal standard methods all based on either peak areas or peak heights. The software must be capable of generating standardized EPA protocol reports. Additionally, the software must be capable of generating customized reports for either printing or for exporting into Laboratory Information Management System (currently Perkin Elmer's LabWorks LIMS)

5. Installment Requirements

- 5.1 The System shall be installed at the City of Scottsdale Water Quality Laboratory: 8787 E. Hualapai Dr., Scottsdale, AZ 85255.
- 5.2 Installation of the System must be performed by factory trained service personnel.
- 5.3 The Contractor must demonstrate, after installation, and prior to acceptance, the system capability regarding the stated instrument performance.
- 5.4 The Contractor shall provide all necessary supplies, accessories, instrument components and all other items required for complete installation and initial operation of the System.

6. On-Site Training Requirements

- 6.1 Proposers shall submit detailed information pertaining to initial (on-site) operator training to be provided at the time of installation, setup, and certification of the system. The training must be a minimum of three-8-hour days application training for a minimum of (2) two Laboratory personnel to assure proper operation, analysis, preventative maintenance, troubleshooting and utilization of the equipment supplied.
- 6.2 Contractor shall also include two-8-hour days of onsite application training for method optimization for a minimum of (2) two Laboratory personnel to assure method optimization and advanced user techniques. This training shall be scheduled after the completion of the training at installation.

7. Maintenance Requirements

- 7.1 The Contractor shall provide maintenance for the instrument and software support services available following the one (1) year warranty.
- 7.2 The Contractor, at a minimum, shall provide telephone maintenance support that includes a response from the contractor within twenty-four (24) hours of a COS telephone request for telephone support for the instrument and software.
- 7.3 The Contractor, at a minimum, shall provide on-site maintenance support that includes the Contractor's on-site support within forty-eight (48) hours of a COS telephone request for on-site support for the instrument and software.
- 7.4 All components (equipment / parts / products) furnished under the scope of this contract shall be new and shall be the standard product of a manufacturer, who is fully experienced, reputable, qualified and regularly engaged in the manufacture of the component to be furnished.
- 7.5 All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.
- 7.6 Bidders shall propose a maintenance services schedule for contract extensions; year two (2) year three (3) year four (4) and year five (5) that includes at minimum the following:
- 7.6.1 Preventative maintenance (including repair if applicable)
 - 7.6.2 On-call services (including repair if applicable)
- 7.7 Annual maintenance years six (6) through ten (10) shall not exceed a five percent (5%) increase in price over the prior year's price.
- Example: Year five (5) annual maintenance fee = X
 Year six (6) annual maintenance fee shall not exceed year five (5) times 5%
 Year seven (7) annual maintenance fee shall not exceed year six (6) times 5%
 Year eight (8) annual maintenance fee shall not exceed year seven (7) times 5%
- 7.8 Bidders shall submit a Replacement Parts Price List with their proposal. The list shall at minimum include the following:
- 7.8.1 Item or part number
 - 7.8.2 Item or part description
 - 7.8.3 Item or part price

8. Trade-In Option

As an option the City would like Offerors to offer credit against the new purchase for the trade of the currently owned following items:

1. Polaris Q Ion Trap Mass spectrometer (S/N MS110427), with turbomolecular pump, EI/CI capability
2. Trace GC ULTRA (S/N 20066531), with PTV and COC injectors, CO2 cryo on the PTV.
3. TriPlus Autosampler (S/N 20066125)

This is desired but not mandatory. Offer can choose to not accept any trade-in and not offer any credit.

B. CONTRACTOR QUALIFICATIONS

1. The Vendor/Contractor shall be in compliance with all applicable Federal, State, Local, ANSI, and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.
2. The Vendor/Contractor, without additional expense to the City of Scottsdale, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.
3. The Vendor/Contractor may not subcontract any segment of services covered herein, without prior approval of the Contract Administrator. All subcontracted services shall be warranted by and be the responsibility of the Vendor/Contractor.

C. CITY'S RESPONSIBILITIES

The Contract Administrator for the resulting contract shall be the City of Scottsdale Water Quality Laboratory Manager or designee.

SECTION 3 - SPECIAL TERMS AND CONDITIONS



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

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1. ACCEPTANCE / AGREEMENT

Contractor shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the services required by this Contract.

If for any reason the Offeror should fail to accept in writing, any conduct by Offeror which recognizes the existence of a Contract/Agreement pertaining to the subject matter hereof shall constitute acceptance by Offeror of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Offeror's acceptance of City's Contract which adds to, varies from or conflicts with the terms herein are hereby rejected by the City. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties.

2. CITY OBSERVED HOLIDAYS

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

City Holidays Include:

- | | |
|---------------------------|--|
| a. New Year's Day | January 1st (or Friday before or Monday after) |
| b. Martin Luther King Day | 3rd Monday in January |
| c. President's Day | 3rd Monday in February |
| d. Memorial Day | Last Monday in May |
| e. Independence Day | July 4th (or Friday before or Monday after) |
| f. Labor Day | 1st Monday in September |
| g. Veteran's Day | November 11 (or Friday before or Monday after) |
| h. Thanksgiving Day | 4th Thursday in November |
| i. Day after Thanksgiving | 4th Friday in November |
| j. Christmas Day | December 25th (or Friday before or Monday after) |

3. COMPLIANCE WITH LAWS

Contractor agrees fully to observe and comply with all applicable Federal, State and local laws, rules, regulations and orders pertaining to the production and sale of the goods ordered, and upon request, Contractor will furnish City certificates of compliance with such laws, rules, regulations and orders.

4. CONTRACT ADMINISTRATION

The Contract Administrator, as identified in the Statement of Need shall audit the billings, approve payments, establish schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

5. DESCRIPTIVE LITERATURE

Equipment Solution and Literature – Offeror shall submit a comprehensive list of the equipment and accessories they are proposing as a solution to each lot they are quoting to the City. The Offeror shall also provide descriptive literature (catalogs, cut sheets, brochures) and any other materials, with their submittal, that will describe in detail the equipment, accessories and software being proposed. Descriptive literature provided should show that the Offeror’s solution meets all the performance requirements for the equipment requested herein.

6. FREIGHT

All shipments of goods covered under the scope of this Contract are F.O.B. City of Scottsdale. All standard freight and/or delivery charges shall be included in the unit pricing quoted/bid herein. The only allowable freight and/or delivery charges shall be if the Contract Administrator specifically requests other than standard freight and/or delivery (e.g., overnight delivery, etc.). Special freight charges shall be quoted to and authorized by the Contract Administrator prior to invoicing.

7. FUEL SURCHARGES

Fuel surcharges shall NOT be allowable during the term of this Contract.

8. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract’s stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale’s option.

No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor’s obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by The City of Scottsdale, unless specified otherwise in this Contract.

Claims Made

In the event any insurance policies required by this Contract are written on a “claims made” basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all “claims made” policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the “claims made” coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor’s insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor’s responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the Contractor’s policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor’s insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability Insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor’s receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor’s responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Vehicle Liability

If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Workers' Compensation Insurance

Contractor must maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

Installation Floater

Contractor shall purchase all risk property insurance for the full value of the equipment that is subject of this agreement. Such property insurance shall remain in force until the equipment is installed and accepted by the Contract Administrator.

9. INVOICING

All invoices submitted for work done under the scope of this Contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

10. **KEY PERSONNEL**

The Contractor shall provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of Contract work. The Contractor shall assign the specific individuals identified in its proposal to key positions. The Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Contractor's offer. Therefore, no substitution of such specified individuals and/or personnel shall be made without prior written approval of the CA. Any substitution of personnel under this Contract shall be equal or better than those identified in the Contract. The City's approval of a personnel substitution shall not be construed as an acceptance of the substitution's performance potential. No approval shall be unreasonably withheld of a proposed substitution of personnel. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract.

11. **PRICE ESCALATION**

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The proposed increased rate shall be based upon presentation by the Contractor and review by the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the U.S. City Average "Consumer Price Index" (C.P.I.) All Items, 1982-84=100 for All Urban Consumers for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics.

12. **PRICING**

Pricing shall be listed on the Pricing Proposal Form. Prices quoted by the Offerors shall be applicable during the entire initial term of the Contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Pricing Proposal Form herein. Offerors failing to comply with this requirement may be declared non-responsive.

All charges associated with this Contract **MUST** be shown on the Pricing Proposal Form returned by the Offeror or other supporting documentation. Any charges not listed on the Pricing Proposal Form or supporting documentation submitted with the Offeror's proposal response shall not be allowed during the Contract period and any applicable extensions.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale or differentiated on the Pricing Proposal Form or other supporting documentation.

13. PURCHASING PROCEDURE

All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

14. SINGLE AWARD

The City of Scottsdale reserves the right to award this solicitation as deemed in the best interest of the City. While multiple awards are possible, the preferred procedure is to make a single award as a result of this solicitation process.

15. TERM OF AGREEMENT

The term of this Contract is until the product has been delivered and installed and training has been completed.

The City and Contractor may mutually agree to extend this Contract for Maintenance Services and Software Support only for up to four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

16. WARRANTY REQUIREMENTS

All warranty items/issues/concerns shall be resolved at no charge to the City of Scottsdale. This shall include, but not be limited to, parts, labor, freight, travel, etc. All warranty items/issues/concerns shall be resolved within a time frame determined by the Contract Administrator.

The Contractor shall warranty all parts and services provided by a subcontractor just as if supplied directly by the Contractor.

SECTION 4 – EVALUATION CRITERIA



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

RFP #21RP013

A. EVALUATION CRITERIA

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighing and criteria listed below. Only the content of each proposal shall be evaluated and rated by each member of the Committee. The Committee shall then have an integrated session when final decision shall be made. The recommendation for the contract award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City of Scottsdale when applying the following criteria and weighing:

The following is the weighting of criteria that will be used to review the proposals:

CATEGORY	DESCRIPTION	WEIGHTING
Compliance with technical, functional and operational requirements	Compliance with technical, functional and operational requirement including instrument design and operation, analysis of blind sample, software functionality and maintenance.	50%
Cost	Price, including initial purchase, consumable costs, service costs, ongoing operating costs and training	25%
Training and technical support	Technical support and service, initial and post-sale training	15%
Miscellaneous	References, exceptions, overall proposal presentation, delivery and installation time, company and product information	10%
	TOTAL	100%

The following items may be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. Instrument design and operation, software and instrument functionality, maintenance.
2. Cost factors associated with performing the work required by the Contract. This shall include but it is not limited to:
 - a. Initial purchase costs
 - b. Extended warranty costs
 - c. Ongoing operating costs

3. Offeror's demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work experience, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet projects deadlines.
4. The ability and willingness of the Offeror to meet or exceeds the specifications and standards of this Solicitation, and Offeror understanding and perception of the scope of work contained herein.
5. Technical support and service which shall include but it shall not be limited to:
 - a. Availability
 - b. Response time
 - c. Support by phone, email and on-line
 - d. Initial and post-sale training.
6. Documentation, delivery and installation time, company and product information, and proposal presentation and completeness.

Offeror may be invited to make a presentation, but Offeror should not rely on a possible presentation to present their qualifications and offered services. If invited, the Offeror will be notified of the date and time of the presentation by the Contract Administrator. Results of any presentation may be used to determine the contract award.

The evaluation committee may establish a short list of those proposals considered most advantageous to the City of Scottsdale.

- Short-listed Offerors may be invited to make presentation. At the presentation, the evaluation committee will score each Offeror.
- At the conclusion of all presentations, an overall ranking of proposals will be performed, combining the results of the proposal evaluations and the presentations.

The City of Scottsdale intends to enter into negotiations with the top ranked Offeror determined to provide the most advantageous combination of product and services as determined by the proposal and presentation.

Should negotiations with the top ranked Offeror fail to reach a satisfactory conclusion, the City of Scottsdale may at its sole discretion enter into negotiations with the second ranked vendor, or the City of Scottsdale may determine that no further negotiations will be conducted.

SECTION 5 – SUBMITTAL PREPARATION REQUIREMENTS



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

RFP #21RP013

Offerors are **not** required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your proposal. Please review the submittal requirements below for the list of information to be included with your proposal.

It is preferred that all submittals be prepared on 8½" X 11" paper and printed on one (1) side only. Foldout pages should be kept to a minimum. Offerors are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed below.

The Offeror's submittal should not exceed a **MAXIMUM of 100** pages in length (single sided 8½" X 11" paper) and **MUST** include a **MINIMUM** of the following items listed below. **NOTE:** Total page count excluded OR includes cover letter, section dividers, table of contents, pre-printed material (City's Signature Page, Firm and Staff Qualification Summary Letter, and Disclosure Forms.), and all required submittal attachments included in the Offeror's proposal.

To constitute a valid responsive proposal by the Offeror to this solicitation, a **MINIMUM** the following items **MUST** be included as part of Offeror's Proposal:

Firm and Staff Qualifications

The Offeror shall submit a Firm and Staff Qualifications document which illustrates the Offeror's understanding of the objectives of this solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Offeror and employee's abilities to successfully complete the scope of work represented in this solicitation.

The Firm and Staff Qualifications document shall include, at a **MINIMUM**, the following items:

- Offeror's document shall contain a synopsis of the firm's history, including a statement indicating the length of time the Offeror has been doing business in the Phoenix Metropolitan area.
- Offeror's document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein.
- Offeror's document shall demonstrate an understanding of the goals identified herein for this contract and provide a basic overview for the accomplishment of these goals.
- Offeror's document shall identify the key issues and potential obstacles with respect to the scope of work identified herein. Offer's documents should provide a basic methodology to address and overcome all identified issues and obstacles.
- Offeror's document shall contain a comprehensive description of equipment and services that shall be provided.
- Offeror shall indicate if they are an authorized seller of the product being proposed.

- Key Personnel & Resumes** – Offeror’s proposal shall include the qualifications of the key personnel that will be involved in projects covered by the scope of this solicitation. The qualifications provided shall include resumes, academic credentials, applicable training classes, Professional Certifications, Professional Association Memberships, etc.
- Offeror’s document shall contain an organizational chart that identifies key project personnel by name and title.
 - Include relevant experience and expertise for the last two years.

Resumes of all key project personnel shall be submitted separately at the end of the Offeror’s proposal.

Offeror’s document shall list any, all subcontractors (if any) that will be used in the completion of this contract, and the sub-consultants envisioned role in the project.

- Project Approach** – Offeror’s document shall demonstrate an understanding of the goals identified herein for this project, and provide a basic overview for the accomplishment of these goals.

Offeror’s proposal shall address, at a **MINIMUM**, the following key project areas:

- Description of proposed Gas Chromatograph Mass Spectrometer System including maintenance services and software support
- Pre-Installation requirements
- List of necessary consumables/replacement parts and an estimated cost of the same for one year
- Description of one (1) year system warranty guarantee from date of installation
- Description of maintenance agreements must be made available as an option for this purchase after the one (1) year warranty has expired – maintenance options for the instrument and software support services available following the one (1) year warranty. Details should include hours of availability, guaranteed response times for equipment repair, on-site services provided, loaner equipment provided, location of service provider, toll-free number(s) and remote support offerings.
- Description of training and operation of systems.

- Manufacturer’s Product Literature & Technical Information** – Offeror’s proposal shall include product specifications and technical information, brochures, price list for consumables/replacement parts, etc., on all equipment being proposed. This information shall provide specific information regarding the proposed system and highlight key features of the equipment.

- Delivery Schedule** - Offeror shall submit a proposed schedule of equipment to be delivered. This delivery schedule shall include all ordering, logistics of delivery, set up., etc..

- Warranty Statement** – Offeror shall submit a statement of the warranty coverage for all products and labor covered by the scope of this contract. Warranty statement shall include all exclusions and conditions.
- If the Offeror is not from the Phoenix Metropolitan/Arizona area, Offeror must provide how warranty work will be performed.

- Exceptions** – Offeror shall include all exceptions taken in regard to the terms and conditions as specified in this solicitation document, any award documents, or attached contracts. All exceptions taken by the Offeror shall be clearly defined and the changes requested clearly identified in their submittal document. Exceptions taken by the Offeror shall be used in the evaluation process. If the Offeror does not indicate exceptions in their submittal document this will signify to the City that the Offeror is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated.

- Proposal Copies** – Identify and submit one (1) **UNBOUND original** of the Offeror’s proposal.

In addition, Offeror may provide an electronic copy of the Offeror’s complete proposal. This electronic copy shall be one (1) file, on a Compact Disc (CD) or Kingston Zip Drive, in Adobe® Acrobat format (PDF), and be an electronic representation of the Offeror’s complete proposal document (signature page, quotation page, sample documents, all attachments, brochures, pamphlets, etc.).

NOTE:

“Please ***do not*** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist.”

All submittals are to be completed on the City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.

SECTION 6 – REQUIRED FORMS



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

RFP #21RP013

REQUIRED FORMS

- Offer/Acceptance Document (COS Form)** – Complete Offer portion of the document, signed in ink.
- Pricing Structure Bid Form (COS Form)** - Fully completed Pricing Structure Bid Form Sheet
- References (COS Form)** - Fully completed References Form.
- Subcontractor List (COS Form)** – Fully completed Subcontractor Form
- Bidder Questionnaire Form - Company Information (COS Form)** – Fully completed Bidder Questionnaire Form Company Information
- General Disclosure Form (COS Form)** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form (COS Form)** – Fully completed Litigation Disclosure Form, signed in ink.



OFFER AND ACCEPTANCE

City of Scottsdale
 Purchasing Division
 9191 E. San Salvador Dr.
 Scottsdale, AZ 85258
 Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION #	21RP013	SOLICITATION TITLE:	GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM
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OFFER

TO THE CITY OF SCOTTSDALE:
 The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this Offer form certifies that he has read; understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non-Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:	
Company Name		Printed Name	
Address		Title	
City	State	Zip	Phone
Signature for Offeror		Date	Fax E Mail
Printed Name and Title of Authorized Signatory		Address (if different from Company info)	
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip (if different from Company info)	

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD
 (for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract #**

The contract consists of the following documents: 1) Solicitation # 21RP013 and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment _____, dated _____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : Payment Bond Performance Bond, Insurance Certificate(s), I.R.S. Form W-9/Taxpayer ID No. & Certification, other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
 Offer Accepted and Awarded this _____ day
 of _____, 20__

Risk Management issues reviewed and approved as to form _____, 20__
 by City of Scottsdale Risk Management Director

 Robert Schoepe, Purchasing Director, CPM
 Or Designee _____
 As City of Scottsdale Purchasing Director

Recommended award approved _____, 20__
 by City of Scottsdale Contract Administrator

PRICING PROPOSAL FORM – PAGE 1 of 2



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM
RFP #21RP013

Table 1 – GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM all-inclusive with Hardware & Software Support Services for one (1) year:

ITEM #	QTY	DESCRIPTION	BRAND	MODEL #	UNIT PRICE EXCLUDING TAX	TOTAL BID COST EXCLUDING TAX
A	1	GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM	_____	_____	\$ _____	\$ _____
B	1	Polaris Q Ion Trap Mass spectrometer (S/N MS110427), with turbomolecular pump, EI/CI capability			(\$ _____)	-\$ _____)
C	1	Trace GC ULTRA (S/N 20066531), with PTV and COC injectors, CO2 cryo on the PTV			(\$ _____)	-\$ _____)
D	1	Tri-Plus Autosampler (S/N 20066125)			(\$ _____)	-\$ _____)
TOTAL SYSTEM COST (Item A MINUS Items B, C and/or D):						\$ _____

Table 2 – Hardware & Software Support Services:

ITEM #	DESCRIPTION	TOTAL BID COST EXCLUDING TAX
A	Hardware & Software Support Services FIRST YEAR-WARRANTY YEAR	\$0.00
B	Lump Sum Annual Hardware & Software Support Services for YEAR-TWO (2)	\$ _____
C	Lump Sum Annual Hardware & Software Support Services for YEAR THREE (3)	\$ _____
D	Lump Sum Annual Hardware & Software Support Services for YEAR FOUR (4)	\$ _____
E	Lump Sum Annual Hardware & Software Support Services for YEAR FIVE (5)	\$ _____
TOTAL MAINTENANCE & SOFTWARE SUPPORT SERVICES (ITEMS A-E)		\$ _____
Years six (6) through ten (10) maintenance shall not exceed 5% increase		

Table 3 – Initial Training Costs:

ITEM #	DESCRIPTION	TOTAL BID COST EXCLUDING TAX
A	Lump Sum Initial Training Costs	\$ _____

PRICING PROPOSAL FORM – PAGE 1 of 2



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM
RFP #21RP013

Table 4 – Grand Total:

DESCRIPTION	TOTAL BID COST EXCLUDING TAX
TOTAL SYSTEM COST (TABLE 1):	\$ _____
TOTAL MAINTENANCE & SOFTWARE SUPPORT SERVICES (TABLE 2):	\$ _____
TOTAL INITIAL TRAINING COST (TABLE 3):	\$ _____
GRAND TOTAL (TOTAL OF TABLES 1 + 2 +3):	\$ _____

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: **Water Quality Laboratory, City of Scottsdale Water Campus 8787 East Hualapai Drive, Scottsdale, AZ 85255**

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within _____ days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

COMPANY NAME: _____

REFERENCES



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM
RFP #21RP013

List minimum of three (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #: _____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #: _____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #: _____

Email: _____ Date of Service: _____

Type of Service Provided: _____

YOUR COMPANY NAME: _____

SUBCONTRACTOR'S LIST



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

RFP #21RP013

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

YOUR COMPANY NAME: _____

BIDDER QUESTIONNAIRE – COMPANY INFORMATION



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

RFP #21RP013

COMPANY INFORMATION

Company Local Office Physical Address _____

Office Daytime Phone Number _____

Office Fax Number _____

Telephone Ordering Phone Number(s) _____

Company Email Address _____

Company Operating Hours (Monday – Friday) _____

Company Hours (Saturday) _____

NAME OF MAIN CONTACT

(assigned to this contract) _____

Office Phone Number of Main Contract _____

Cellular Phone Number of Main Contact _____

Email of Main Contact _____

NAME OF COMPANY MANAGER

Office Phone Number of Company Manager _____

Email of Company Manager _____

After Hour/Emergency Phone Number(s) _____

Signature _____

Printed Name: _____

Title _____

Company _____

BIDDER GENERAL DISCLOSURE FORM



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

RFP #21RP013

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If “YES”, in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If “YES”, in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If “YES”, in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature

Title

Printed Name

Date

COMPANY NAME: _____

BIDDER LITIGATION DISCLOSURE FORM



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

RFP #21RP013

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature

Title

Printed Name

Date

COMPANY NAME: _____

SECTION 7 - ATTACHMENTS



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

RFP #21RP013

- A. *INSTRUCTIONS TO BIDDERS – Shall be downloaded as part of this solicitation***
- B. *GENERAL TERMS AND CONDITIONS - Shall be downloaded as part of this solicitation***

SECTION 8 – EXHIBITS



GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM

RFP #21RP013

Any Exhibits referenced in this solicitation are located in this Section.

A. *SAMPLE CONTRACT*

1. Sample Hardware and Software Maintenance and Support Agreement



**HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT
(Equipment Purchase)**

This Hardware and Software Maintenance and Support Agreement ("Contract") is entered into on the (day) of (month/year) ("Effective Date"), by and between the City of Scottsdale, an Arizona municipal corporation ("City") and _____ ("Contractor") having its principal place of business at _____, (hereafter referred to as a "Party" or the "Parties").

RECITALS

This is in support of contract # _____, which covers the purchase and installation of _____. This Hardware and Software Maintenance and Support Agreement augments # _____ and the requirements of such support.

The City seeks, and Contractor is willing to provide, certain maintenance and support services as to the Hardware and Software.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties hereto agree as follows:

1.0 SCOPE OF AGREEMENT

During the term of this Contract, Contractor agrees to provide the City maintenance and support services for the Hardware and Software and Documentation set forth in Exhibit A (collectively "Hardware" and "Software") and perform the services specified in Exhibit B, both Exhibits being attached to and incorporated by reference with this Contract. Such services shall be performed as specified within this Contract.

2.0 CONTRACT DOCUMENTS

The final agreement between the City and the Contractor shall consist of: the Hardware and Software Maintenance and Support Agreement; City Request for Proposal Number ___RFP___; and the Contractor's submitted proposal date and the following:

(insert all pertinent Exhibits and documents)

The Parties understand and agree that all such contract documents, taken together, shall compose and be construed as the basis of their agreement so long as the City continues to pay Contractor for Contractor's hardware and software maintenance and support. In the event of a conflict in language between any contract documents, the provisions of the following in order of precedence shall govern:

1. Amendments to the Hardware and Software Maintenance and Support Agreement,
2. Hardware and Software Maintenance and Support Agreement;

3. Contract _____ Hardware Purchase & Installation;
4. Request for Proposals No. __RP__;
5. Contractor's proposal dated _____.

3.0 DEFINITIONS

- 3.1 Component(s)" shall mean any portion of the Hardware and Software supplied by Contractor that is subject to this Contract. Component(s) and Module(s) may be used interchangeably. Most commonly, the term Component implies a smaller scale portion of the Hardware and Software than does the term Module.
- 3.2 "Defect" shall mean for the purpose of the Hardware and Software, any error, problem or malfunction in the Hardware and Software, or any Component(s) or Module(s) thereof, if such error, problem or malfunction: (i) causes the Hardware and Software not to meet the specifications and requirements; (ii) causes the Hardware and Software to be incomplete, operate improperly or to produce inaccurate results; (iii) prevents the Hardware and Software from operating in accordance with the Documentation; or (iv) results in the corruption of data used with such Hardware and Software. Defects shall mean for purposes of any Documentation any error or omission in the Documentation, if such error or omission causes the Documentation to be incomplete or inaccurate.
- 3.3 "Documentation" shall mean Contractor's written materials detailing the Hardware and Software specifications and performance standards and user guides/instructions required by the City to use the Hardware and Software.
- 3.4 "Hardware" shall mean the (add system or purchase and details here)
- 3.5 "Intellectual Property Rights" shall mean all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks.
- 3.6 "Minor Release": A Minor Release offers Hardware and Software functionality enhancements while maintaining backward compatibility with the preceding release.
- 3.7 "Major Release": A Major Release offers new and innovative functionality to City, while providing no guarantees regarding backward compatibility.
- 3.8 "Hot Fix": Hot Fixes make critical updates available. Generally, a Hot Fix is only considered for the correction of blocking issues and is only made available if the issue has not been fixed in an active or mature Major Release, Minor Release, or Service Pack. Hot Fixes are not released according to a release schedule, but on a case by case basis.
- 3.9 "Service Pack": Service Packs, based on the corresponding Major or Minor Release, contain bug fixes and stability enhancements and do not include new functionality or functionality enhancements. Service Packs are self-contained for installation purposes and do not require any previous release to be installed.
- 3.10 "Response Time": The Response Time is the elapsed time between City contacting

the Contractor's customer support department via telephone, email or via an online case management system and the time Contractor confirms receipt of the contact.

- 3.11 "Service Hours": The following are the service hours defined per territory of purchase and implementation of the Hardware and Software:

From (add time) a.m. to (add time) p.m., from Monday through Friday (Eastern Standard and Daylight Savings Time), excluding the following bank holidays: January 1st (New Year), Memorial Day, Independence Day, Labor Day, Thanksgiving, Thanksgiving Day after, Christmas Eve, December 25th (Christmas Day).

(Add Contractor's holidays if applicable)

- 3.12 "Support Case": A Support Case means a support request being priority 1 – CRITICAL, 2 – HIGH, 3 – MEDIUM or 4 – LOW:

- "Support Case priority 1 – CRITICAL" means a business or implementation standstill, whereby a problem in the Hardware and Software completely prevents City from using the system, or prevents continuation of all system implementation services;
- "Support Case priority 2 – HIGH" means a major functionality problem in the Hardware and Software that prevents the City from using a crucial part of the functionality of the system in a live environment, or affects a crucial part of implementation activities;
- "Support Case priority 3 – MEDIUM" means minor Defects that impair the City's standard business functions where a work-around is available;
- "Support Case priority 4 – LOW" means all other Defects or issues concerning the use of the Hardware and Software, not being a priority 1 – CRITICAL, 2 – HIGH or 3 – MEDIUM Support Case, that slow, hinder, or impair City's standard business functions where a work-around is available. Priority 4 may also be an enhancement request or user questions.

4.0 TERM

- 4.1 This Contract shall take effect upon the Effective Date as set forth in Exhibit A and continue thereafter for an initial one (1) year period.

- 4.2 Contractor grants to City the option to renew this Contract for up to four (4), additional, one (1) year terms, so long as the equipment is still in use. No later than sixty (60) days prior to the end of the initial term or any renewal thereof, City shall provide written notice of acceptance of an option to renew for an additional year. On or before commencement of a renewal term, City agrees to pay Contractor a Maintenance Fee in the amount set forth in Exhibit A, if and when due.

5.0 TERMINATION

Either Party has the right to terminate this Contract if the other Party is in default or breaches any material obligation, which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default or

breach from the non-defaulting Party or within such additional cure period as the non-defaulting Party may authorize.

Notwithstanding anything to the contrary in this Contract, in the event that the City disputes in good faith and in writing a Contractor's allegation of the City's default, the Contractor agrees that it will not terminate this Contract or suspend or limit any of its performance obligations or warranties or repossess, disable or render the Hardware and Software unusable, unless i) the Parties agree in writing, or ii) an order of a court of competent jurisdiction determines otherwise.

6.0 MAINTENANCE FEE

Amount of Fee: In consideration of Hardware and Software Maintenance and Support provided by Contractor pursuant to this Contract, City agrees to pay Contractor the Maintenance Fees, at the times and in the amounts set forth in Exhibit A, plus applicable taxes pursuant to Section 7 below.

7.0 TAXES

Contractor will be solely responsible for any and all tax obligations which may result from the Contractor's services under this Contract. The City will have no obligation to pay any amounts for such taxes, of any type, incurred by the Contractor.

All payments hereunder shall be in U.S. dollars (USD) and shall be net of any taxes, tariffs or other governmental charges. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its income, employees, and operations. The City shall be responsible for the payment of sales taxes on delivered goods or hardware and software, if any.

8.0 DONATIONS

No donations allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

9.0 OBLIGATIONS OF CITY

8.1 City Contact. The Contract Administrator for the City shall be (insert name) or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel all communications and requests through the Contract Administrator.

8.2 Installation. City agrees to install all corrections, Major Releases, Minor Releases, Service Packs, Hot Fixes, minor bug fixes and updates, including any enhancements, for the Hardware and Software in accordance with complete and accurate instructions and in the order of receipt from Contractor.

8.3 Facility and Personnel Access. Contractor access to City's facilities and personnel is subject to prior City approval. Any services performed at the City's facilities will be in accordance with the instructions from City and during normal business hours

Contractor shall, when performing Services at City's premises, comply with all City security requirements, internal rules, and regulations in force at such time.

- 8.4 No Modification of Hardware and Software. City agrees not to modify, enhance or otherwise alter the Hardware and Software without the prior written consent of Contractor.
- 8.5 Error Documentation. Upon detection of any error in the Hardware and Software, City, agrees to provide Contractor a listing of output and any other data, including databases and backup systems that Contractor reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.
- 8.6 City will maintain a current backup copy of all Hardware and Software and City-generated data.
- 8.7 City will properly train, or retain Contractor to train, its personnel in the use and application of the Hardware and Software and will provide sufficient supervision, control and management of the use of the Hardware and Software. City personnel who have successfully completed such training shall be designated as City points of contact, Communication Mechanisms for Support.

10.0 OWNERSHIP

City acknowledges that Contractor owns all right, title, and interest to all Intellectual Property Rights in and to the Hardware and Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Hardware and Software.

11.0 ISRAEL BOYCOTT PROHIBITION

By executing this contract, [Contractor] certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity proscribed by A.R.S. § 35-393 et seq.

12.0 WARRANTY

All maintenance and support work performed by Contractor pursuant to this Contract shall be performed in a professional and workmanlike manner by staff that have the proper skill, training, and background so as to be able to perform in a competent and professional manner.

The Contractor shall warranty all parts and services provided by a subcontractor just as if supplied directly by the Contractor. Contractor's maintenance and support services shall ensure the Hardware and Software operates and performs substantially in accordance with the Hardware and Software's warranted performance standards, specifications and requirements and its' Documentation throughout the Warranty Period.

13.0 FORCE MAJEURE

Neither Party will incur any liability to the other Party on account of any loss or damage resulting from a delay or failure to perform all or any part of this Contract to the extent such

delay or failure is caused by events beyond the control and without negligence of the Parties, including, but not limited to, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions. In the event of any of the foregoing occurrences, the delayed Party shall provide written notice to the other and shall use reasonable efforts to remedy its inability to perform.

14.0 ADMINISTRATIVE PROVISIONS

The following administrative provisions shall apply to this Contract:

This Contract shall be governed by and interpreted under the laws of the State of Arizona without regard to conflicts or choice of law provisions.

This Contract may be executed in counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

Any amendment, modification or addendum to this Contract shall not be binding on either Party unless it is in writing and is executed by both Parties.

This Contract is subject to cancellation pursuant to A.R.S. §38-511.

The captions used in this Contract are solely for the convenience of the Parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract. All recitals and attached Exhibits are deemed incorporated as part of this Contract by this reference.

15.0 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other Party in writing, delivered by hand, facsimile, e-mail, or registered or certified mail, at the addresses set forth below, or to such other address as the Parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

Attn:
Address

In the case of City:

Attn: (Contract Administrator)
Address
Scottsdale, AZ 85251

Notices shall be deemed received on date delivered if delivered by hand, on the date recorded by the hardware if sent by facsimile or email, and on the delivery date indicated on receipt if delivered by certified or registered mail. Each Party may change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it shall become effective.

16.0 ASSIGNMENT

Neither Party shall assign this Contract without the prior written consent of the other Party, which shall not be unreasonably withheld. An authorized assignee of either Party shall be deemed to have all of the rights and obligations of the assigning Party as set forth in this Contract. The Parties agree no assignment shall release the assigning Party from any of its obligations hereunder.

17.0 SEVERABILITY

If any term or provision of this Contract or any Exhibit attached hereto is held invalid or otherwise unenforceable, then, notwithstanding such invalidity or unenforceability, this Contract and the Exhibits shall remain in full force and effect and such term or provision shall be deemed to be deleted.

18.0 NO WAIVER

A Party's delay or failure to exercise any right under this Contract shall not be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the Party to be charged. A Party's waiver of any requirement under this Contract shall be deemed to be a specific, limited waiver and shall not be deemed to be a continuing waiver nor a waiver of a Party's right to insist upon the strict performance of this Contract.

19.0 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

20.0 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of its then-current fiscal period.

The City agrees to provide written notice of termination to the Contractor pursuant to Section 13 at least thirty (30) days prior to the end of its then-current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

21.0 ENTIRE AGREEMENT AND AUTHORIZATION

19.1 This Contract and the documents incorporated or referenced herein constitute the entire agreement between City and Contractor with respect to the subject matter hereof and supersede all prior promises, proposals, representations, commitments and understandings both written and oral, unless such is referenced herein.

19.2 Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Contract and that the person signing on behalf of each has been properly authorized and empowered to enter into this Contract. Each Party further acknowledges that it has read, understands, and agrees to be bound by this Contract.

22.0 ARIZONA LAW

The Contract and all Contract documents are considered to be made under and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice by law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

SAMPLE

IN WITNESS WHEREOF, the Parties have executed this Hardware and Software Maintenance and Support Agreement by affixing their signatures hereto.

CITY OF SCOTTSDALE

CITY CONTRACT ADMINISTRATOR:

By: _____

CONTRACTOR:

By: _____

Printed Name

Title

Company Address

CITY OF SCOTTSDALE REVIEW:

By: _____
Robert Schoepe, CPM
Purchasing Director

By: _____
Brad Hartig
Information Technology, C.I.O.

APPROVED AS TO FORM:

By: _____
Sherry R. Scott, City Attorney
William Hylan
Senior Assistant City Attorney

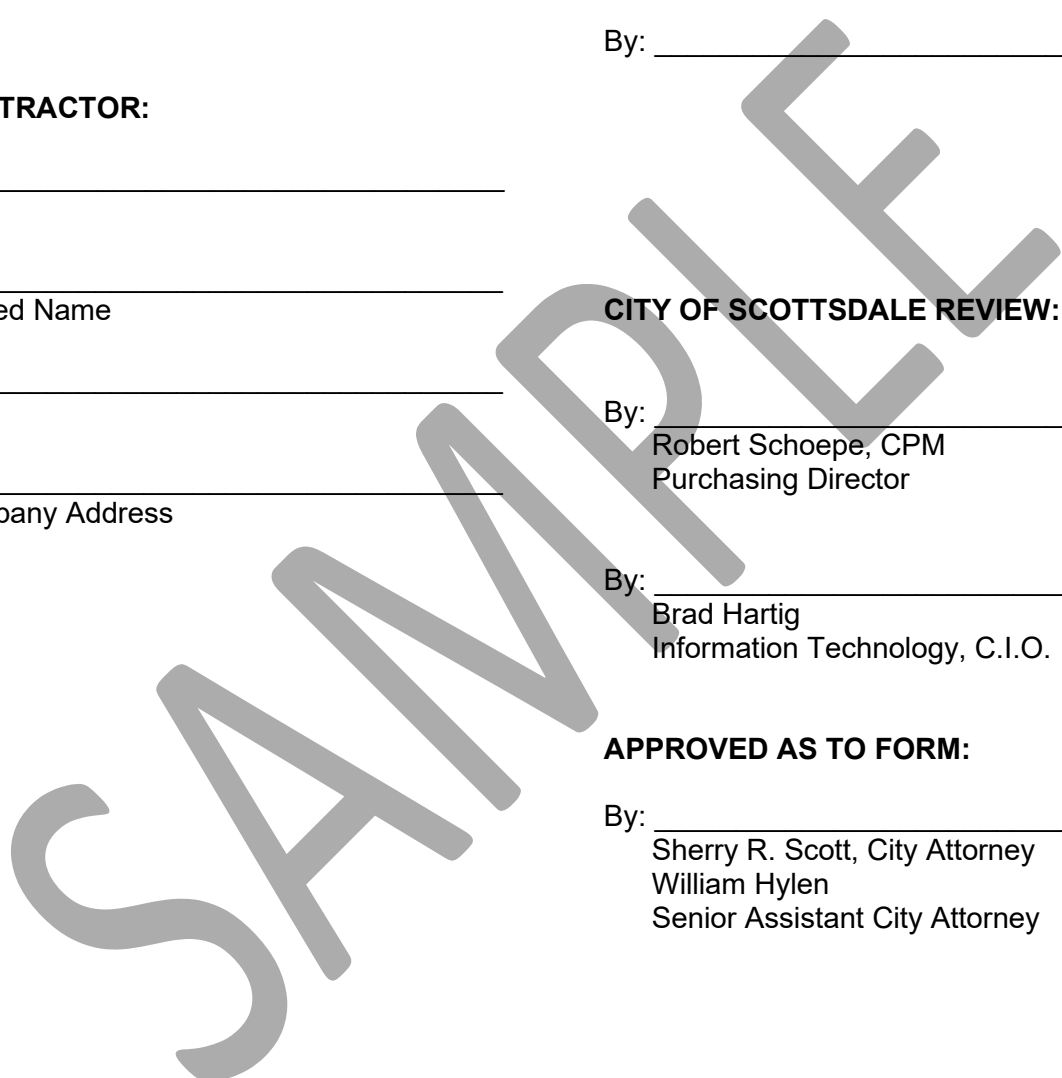


EXHIBIT A
Scope of Covered Hardware & Software, Effective and Termination Dates, and Fees for Hardware & Software Maintenance and Support Agreement

1. This Hardware and Software Maintenance and Support Agreement encompasses the following:
Hardware and Software:
(Add description of hardware and software covered under this agreement)
Documentation includes written materials detailing the Hardware and Software specifications and performance standards and user guides/instructions required by the City to use the Software as described above.
2. Effective Date (initial term): One (1) year from acceptance and commissioning of equipment.
3. Termination Date (initial term): The initial term shall terminate one (1) year following the Effective Date.
4. Renewals: Each annual renewal term will commence as of the anniversary of the initial term Effective Date.
5. Pricing and Maintenance & Support Fees:
 - a. Initial Purchase of equipment \$ _____
 ➤ Initial warranty period: \$ No Charge
 - b. Contract Year Two \$ _____
 - c. Contract Year Three \$ _____
 - d. Contract Year Four \$ _____
 - e. Contract Year Five \$ _____
(OPTIONAL if language was included in solicitation)
 - f. Contract Years six (6) through ten (10) \$ _____
(Shall not exceed a five percent (5%) in price over the prior years' price.)

Example:
Year five (5) annual maintenance fee = X
Year six (6) annual maintenance fee shall not exceed year five (5) times 5%
Year seven (7) annual maintenance fee shall not exceed year six (6) times 5%
Year eight (8) annual maintenance fee shall not exceed year seven (7) times 5%

EXHIBIT B
Scope of Services

MAINTENANCE SERVICES

a. Scope of Service (Customize support services section to conform w/solicitation)

The Contractor shall provide maintenance for the hardware and software support services available following the initial (indicate RFP required initial warranty) years' warranty.

"Support Services" consist of assistance during Service Hours by telephone, email or through Contractor's customer support portal. Support Services include:

- Registration of the Support Case in the Contractor's support case management system;
- Clarification of Software functions and features;
- Provision and clarification of the Software Documentation;
- Guidance in the operation of the Software;
- Error verification, analysis and reasonable correction efforts by telephone, emails and/or internet; and
- Access to online support case management system, user forum, and product downloads.

All components (equipment / parts / products) furnished under the scope of this contract shall be new and shall be the standard product of a manufacturer, who is fully experienced, reputable, qualified and regularly engages in the manufacture of the component to be furnished.

All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

"Maintenance Services" means the delivery of Hot Fixes, Service Packs, Minor and Major Releases and the provision of related Documentation.

Maintenance shall include the detection and correction of any defect and the implementation of all modifications, enhancements and upgrades to the extent set forth herein.

For each upgrade or enhancement, Contractor warrants and represents that the installation of such upgrade or enhancement shall not adversely affect the Hardware and Software performance.

EXHIBIT B
Scope of Services

During the time that the Hardware and Software is under Contractor maintenance, Contractor shall maintain the original functionality by:

- Correcting or replacing Hardware and Software or any Component or Module and providing services necessary to remedy any defect. Such correction, replacement or service shall be accomplished within the time frame set forth herein once the City has identified and notified the Contractor of any such error;
- Supplying technical bulleting and updated user guides and Hardware and Software documentation as necessary, for the City to maintain complete and current documentation of the Hardware and Software; and
- Making available to City upgrades and enhancements (Minor/Major Releases, Hot Fix, and Service Packs) which Contractor has installed at its other customers' locations.

b. Communication Mechanisms for Support

Telephone Support. Contractor shall maintain telephone service during (add customized times) Service Hours to assist the City in reporting errors and providing first-line support in the use and operation of the Hardware and Software.

Internet Email. Contractor shall maintain an email address for the express purpose of providing support. This special email address shall be managed by software which tracks problem progress on an incident-by-incident basis in order to ensure a timely turn-around for the City.

Limitations on Support. The City agrees that the point of contact for maintenance and support of the Hardware and Software shall be limited to two (2) designated employees at any one time, who will act as support liaison between the Contractor and the City.

c. Timeliness of Incident Resolution

Upon receipt of notice of an error, Contractor will assign a priority level as determined by the City to the error according to the Support Case priority.

Contractor will make reasonable efforts to correct the error or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution of the error. Reasonable effort will be made to respond to the incident within the following time frames after receiving notice and sufficient information and support from the City:

EXHIBIT B
Scope of Services

Support Case Priority

Response Time

Response Time for a priority 1 – CRITICAL case:	eight (8) Service Hours
Response Time for a priority 2 – HIGH case:	twelve (12) Service Hours
Response Time for a priority 3 – MEDIUM case:	sixteen (16) Service Hours
Response Time for a priority 4 – LOW case:	twenty-four (24) Service Hours

(Proposed services from Contractor shall be inserted as Exhibit "C")

SAMPLE