

WAIVER OF COMPETITIVE BID (WCB) AWARD JUSTIFICATION

Departments must use this form when submitting a WCB request, per City Code. No substitute format will be accepted. Purchasing may require departments to submit additional documentation to support analysis of the justification. Additional documentation may include, but is not limited to, the statement of work, cost breakdown, funding source, grant funding, resumes, etc. If you need assistance with this form, please call Purchasing ext. 3700.

WCB request must be approved before the department engages with any vendors.

Submit completed original form to: Purchasing Dept. via PR in City ERP system. Name the attachment WCB. Please select SS in Req Code Box 4 when submitting and WCB Purchase Requisition. Purchasing provides preliminary review of all waiver requests. Final approvals are provided per award authority as determined by City Code. If approved, the Purchasing Department will assist the requestor in executing the final approval under the appropriate award authority.

All information must be provided, and all questions must be answered. The "Required Approvals" section must include a date for each **original** signature, as appropriate for the transaction.

Department and Representative Information	
City of Santa Rosa	
Department: Water	
Name of Primary Contact for this request: Robert C. Wilson	
Email Address and Phone Extension: rwilson@srcity.org 707-543.3404	
By submitting this request, the Department Representative above certifies the following:	
My department's recommendation for WCB is based upon an objective review of the product/service required and is in the best interest of the City.	
No gratuities, favors or compromising actions have influenced this request. My personal preference for particular brands, types of equipment, materials or firms has not been of influence. I know of no conflict of interest on my or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable equipment/services. I hereby certify as to the validity of the information and feel confident this justification for sole source item, manufacturer, or service is accurate and appropriate for this acquisition.	
By writing, justifying and submitting statements to waive competitive process, I understand these statements become part of the public record. False statements would carry weight similar to perjury. I recognize City personnel must not make any false or misleading statements in order to justify a sole source/brand or a waiver of procurement.	
Vendor Information	
Vendor Name: Full Spectrum Group, LLC	
Vendor ID in ERP System:** V000146	
Vendor Point of Contact Name and Email: Cherie Keane 925-485-9000 ckeane@fsaservice.com	
Required Information	
Request Type: <input type="checkbox"/> Goods <input checked="" type="checkbox"/> General Services <input type="checkbox"/> Goods & Services <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Services <input type="checkbox"/> IT Goods & Services <input type="checkbox"/> New Proprietary Software <input type="checkbox"/> Existing Proprietary Software <input type="checkbox"/> Minor Public Work <input type="checkbox"/> Insufficient Time for bidding	<input type="checkbox"/> Sole Source Item: Item is required due to equipment compatibility, maintenance, training and parts support, or safety, and is available from only one source and is one-of-a-kind, not sold through distributors. Manufacturer is the exclusive authorized distributor. <input type="checkbox"/> Sole Brand/Manufacturer: Item is required due to equipment compatibility, maintenance, training and parts support, or safety, and/or is one-of-a-kind. Various sources can supply this product and will be competitively bid for this brand/manufacturer with "no substitution or like equal" language provided within the solicitation. <input checked="" type="checkbox"/> Sole Source Service: Services cannot be provided by any other consultant/contractor/provider.

- ☐ **Waiver 3-08.100 (D) of Competitive Bidding:**
 If limitations on the source of supply, necessary restrictions in specifications, necessary standardization, quality considerations, or other valid reasons for waiving competition appears, then purchases may be made without recourse to the competitive bidding provisions of this chapter. Approval of waiver of competitive bidding shall be given by the same level of authority as set forth in Section [3-08.110](#) of this chapter.
- ☐ **Waiver 3-44.080 (A) of Competitive Bidding Minor Public Work:**
 A minor contract for public works may be made free of the bidding requirements of this chapter when the awarding authority determines that it is in the best interests of the City to suspend competitive bidding for that contract.
- ☐ **Insufficient Time (Dept. must submit a corrective action plan - see Section C below):**

Estimated Requested Award Amount:* \$251,011.96

Will the purchase limit the ability of other vendors to compete on future purchases such as supplies, upgrades, or replacements? ☐ YES ☒ NO

Is your request going to become an ongoing need? ☒ YES ☐ NO

If yes, what is the yearly budget amount identified for the ongoing need? \$_251,011.96_____

Description of Acquisition
Complete responses must be provided for all of the following items.

Provide a very brief and general description of the acquisition here:

This contract provides support for the maintenance of the advanced instrumentation in the Laguna Environmental Laboratory.

A. THE ACQUISITION REQUESTED IS BEING AWARDED AS A WAIVER FOR THE REASONS STATED BELOW:

1. Describe the acquisition being requested and why it is restricted to this good/service/supplier or subject to a waiver of competition.

As with all equipment, the advanced instrumentation in the Laguna Environmental Laboratory (LEL) requires maintenance to continue to function reliably. While LEL staff performs minor maintenance to keep instrumentation functioning specialized tools and training is required to perform major equipment overhauls and this servicing historically has been subcontracted to Full Spectrum LLC (Full Spectrum). Full Spectrum is based out of Pleasanton and is the only service provider locally that can provide on-site emergency repair within 48 hours. They are accredited by ISO 9001:2015 and ISO/IEC 17025:2005 and focus on service contracts for small to medium sized government and environmental laboratories. They provide maintenance for multi-vendor equipment including Agilent, OI, Dionex, Cetac and Teledyne brands allowing them to service the advanced instrumentation found at LEL.

2. Provide the background of events that prompted this request.

(For non-IT and IT goods, include the unique performance factors and explain why they are required? Previous history, bid process or any other data)

The current five-year support contract with Full Spectrum is ending and lacks further extensions in the contract. This new contract will extend the current level service through June 30, 2026.

3. What are the consequences of not purchasing the good/service or contracting with the proposed supplier?

1. Failure to renew the contract will result in deferred maintenance on specialized instrumentation found at LEL and may result in early and or costly replacement.

2. Instruments that are placed out of service requires subcontract analytical work to third party laboratories to remain in compliance with regulatory permits. The cost of contracting with other laboratories to analyze compliance data is substantial and may result in less confidence in data quality and delays in analytical information. Additionally, subcontracting work increases the time for knowing analytical results resulting in delays in reacting to non-compliant samples.

4. What criteria were used in the market research to substantiate no competition or waiver, including evaluation of other goods/services?

(Provide a narrative to the extent of your market research that includes suppliers contacted, or an explanation of why market research was not conducted. For non-IT and IT goods, also include what other products were examined and why they were rejected?)

Full Spectrum is the only local instrumentation maintenance service provider that is qualified to assess and repair the sophisticated instrumentation found in the LEL. Other service providers cannot offer the response time and provide service for the multiple instruments found at LEL. Other non-local providers would require staff to ship sensitive equipment out of state for servicing.

5. If possible, provide (attach) current written documentation from the Vendor that supports justification.

N/A

B. PRICE ANALYSIS:

1. How was the price determined to be fair and reasonable?

(Explain and provide the basis of your comparison to include market rates, contract pricing, historical pricing, cost breakdown, etc., as applicable.)

The quotes received directly from the manufacturer are used here as an estimate for the service.

2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

(Quantify and substantiate the cost savings realized or averted costs. The information provided must include numbers/data in addition to narrative that describes and supports the cost savings realized or avoided by acquiring the goods/services from this supplier.)

Full Spectrum is the only local instrumentation service provider that can service the varied advanced interments found at LEL. While this service could be provided by the instrumentation manufacturer, often there are significant delays in service, and it would require packaging, shipping, and reinstalling sensitive equipment. The shipping process would increase risk of damage to the equipment and increase the time the instrument would be out of service. While instruments are out of service the City must subcontract samples to third party laboratories increasing the cost of analysis.

C. CORRECTIVE ACTION PLAN:

This section must be completed only if the WCB is being submitted *due to the department not allowing sufficient time to complete a required competitive acquisition process*, as the good/service could have been competitively bid or are available through a competitive process. This does not apply to emergency procurements in accordance with City Code. Please utilize an Emergency PR for acquisitions that meet the definition of local emergency.

1. How will your department ensure adequate planning to prevent future submittal of WCB's for goods or services that should have been competitively bid?

(Outline in detail the department's plan to maximize the use of competitive bidding for this acquisition in the future. Failure to follow the Corrective Action Plan may impact the department's delegated purchasing authority. This plan must be kept on file for future auditing purposes)



N/A

Division Manager and Director Approvals:

By Signing Below, I Hereby Certify That:

- 1) I am aware of the City's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing or waiver of competitive bid.
- 2) I have reviewed the technical information presented above and concur with the findings presented.
- 3) I have determined that there is validity as to the information contained herein.
- 4) I certify that this purchase will not present a conflict of interest, as defined by City policy, and that I have received no gifts or gratuities from this supplier.
- 5) To the best of my knowledge, a sole source/brand purchase in this case would withstand a possible audit or a Vendor's protest.

Required Approvals

Division Manager	Director of Dept
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied
 _____ Signature of Dept Head or Designee/Date	 _____ Signature of Director or Designee/Date
Sean McNeil _____ Print Name of Division Manager	Jennifer Burke _____ Print Name of Director
DATE Aug 10, 2021 _____	DATE Aug 10, 2021 _____
Purchasing Agent's approval or denial works through the City ERP system under workflow.	

*This is a budgetary estimate only, subsequent to approval of the WCB, Department will then receive approval to request a quote(s) and this value can be adjusted when submitting final PR.

** If Vendor is not set up in City ERP System, please contact the vendor to obtain a W9, and submit a "New Vendor Request Form" to Accounts Payable, in order to obtain a Vendor ID.

<http://iweb2/NewVendorReq/Default.aspx?ID=0>

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City of Santa Rosa
 Walter Norosky (707) 543-3361 wnorosky@srcity.org
 4300 Llano Road, Santa Rosa, CA 95407 United States

DATE	QUOTE #
6/28/2021	28812

Full Spectrum Analytics
 1252 Quarry Lane
 Pleasanton, CA 94566
 phone: 925-485-9000, fax: 714-279-0506
contracts@fsaservice.com

Quotation Type	Valid For	Contract Start	Contract End	Payment Term	Zone
Contract	45 days	7/1/2021	6/30/2026	Net 30	Zone 1

New Additions

Item #	Part #	Description	Serial #, Configuration	Units/ Months	Unit Price	Total
GCMS System - Effective 9/25/21						
1	OI-4100-C1	OI 4100 Water / Soil Sample Processor	E028410123	9.0	\$271.00	\$2,439.00
2	OI-4760-C1	OI 4760 Purge and Trap Concentrator	A029447810	9.0	\$125.00	\$1,125.00
3	AG-7890SXXX-C1	Agilent 7890 GC with single split/splitless inlet.	US20273003	9.0	\$175.00	\$1,575.00
4	AG-5977BTE-C1	Agilent G7077B, 5977B MSD with Turbo pump Inert Plus EI/CI	US2026M019	9.0	\$433.00	\$3,897.00
						\$9,036.00

Renewal Items

Item #	Part#	Description	Serial Number	Units/ Months	Unit Price	Total Revenue	zNote:
7500 ICP/MS - Effective 8/1/2021							
1	AG-7500-C2	Agilent 7500 (G3272A/B) ICPMS (includes PM and Turbo pump) (coverage on "Good Faith Efforts" only)	JP51202026	11.0	\$1030.00	\$11,330.00	
2	CET-ASX520-C1	Cetac ASX-520 autosampler	0507110A520	11.0	\$38.00	\$418.00	
3	AG-G1879B-C1	Agilent G1879B Heat Exchanger	108800767	11.0	\$39.00	\$429.00	
						\$12,177.00	
Agilent UV-Vis - Effective 8/1/2021							
4	AG-8453-C1L	Agilent 8453 (G1103A) UV-Vis Array Spectrophotometer System (including lamp replacement)	US53400747	11.0	\$167.00	\$1,837.00	
						\$1,837.00	
ASE 350							
1	DX-ASE350-C1	Dionex ASE 350	8020361	12.0	\$418.00	\$5,016.00	
						\$5,016.00	

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Item #	Part#	Description	Serial Number	Units/ Months	Unit Price	Total Revenue	zNote:
SRC 5973 Semi-VOA							
1	AG-5973NPE-C1	Agilent G2579A, 5973N Performance Turbo Pump, EI Service Contract	US44610700	12.0	\$356.00	\$4,272.00	
2	AG-59864-C1	Agilent 59864A/B Ion Gauge Controller (5972 and 5973 MSD)		12.0	\$13.00	\$156.00	
3	AG-6890SXXX-C1	Agilent 6890 GC with single split/splitless inlet.	CN10505031	12.0	\$93.00	\$1,116.00	
4	AG-7683AINJ-C1	Agilent 7683A, G2613A Autosampler Injector	CN50323000	12.0	\$21.00	\$252.00	
5	AG-7683TRAY-C1	Agilent 7683A, G2614A Autosampler Tray	CN45331792	12.0	\$21.00	\$252.00	
						\$6,048.00	
SRC 5973 VOA							
1	AG-5973NTE-C1	Agilent G2578A, 5973N Turbo Pump, EI Service Contract	US44610694	12.0	\$328.00	\$3,936.00	
3	AG-6890SXXX-C1	Agilent 6890 GC with single split/splitless inlet.	CN10505032	12.0	\$93.00	\$1,116.00	
4	OI-4660-C1	OI 4660, Eclipse, Purge and Trap Concentrator (does not include display repair, replacement or upgrade*)	D546466950	12.0	\$125.00	\$1,500.00	
5	OI-4552-C2	OI 4552 Purge and Trap Autosampler - Archon (including Main Board) (coverage on "Best Efforts" basis)	14575	12.0	\$338.00	\$4,056.00	
						\$10,608.00	
SRC 6890 Dual ECD							
1	AG-6890SSEE-C2	Agilent 6890 GC with dual split/splitless inlet, Dual ECD (Enhanced contract - includes cleaning but not refoiling)	CN10504052	12.0	\$234.00	\$2,808.00	
2	AG-ECDTest-C1	Agilent ECD Wipe testing	U7844			\$0.00	
3	AG-ECDTest-C1	Agilent ECD Wipe testing	U7845			\$0.00	
4	AG-7683AINJ-C1	Agilent 7683A, G2613A Autosampler Injector	CN50322984	12.0	\$21.00	\$252.00	
5	AG-7683TRAY-C1	Agilent 7683A, G2614A Autosampler Tray	CN45331790	12.0	\$21.00	\$252.00	
						\$3,312.00	
SRC 6890 Dual FID							

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Quotation Type	Valid For	Contract Start	Contract End	Payment Term	Zone
Contract	45 days	7/1/2021	6/30/2026	Net 30	Zone 1

Item #	Part#	Description	Serial Number	Units/ Months	Unit Price	Total Revenue	zNote:
1	AG-6890SSFF-C1	Agilent 6890 with Dual SS Inlet, Dual FID	CN10504049	12.0	\$120.00	\$1,440.00	
2	AG-7683AINJ-C1	Agilent 7683A, G2613A Autosampler Injector	CN50323010	12.0	\$21.00	\$252.00	
3	AG-7683TRAY-C1	Agilent 7683A, G2614A Autosampler Tray	CN45331789	12.0	\$21.00	\$252.00	
						\$1,944.00	

QUOTATION

City of Santa Rosa
Walter Norosky (707) 543-3361 wnorosky@srcity.org
4300 Llano Road, Santa Rosa, CA 95407 United States

DATE	QUOTE #
6/28/2021	28812

Full Spectrum Analytics
1252 Quarry Lane
Pleasanton, CA 94566
phone: 925-485-9000, fax: 714-279-0506
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SERVICE AGREEMENT INCLUDES:

On-site response time within 48 hours
All parts (excluding consumables), labor and travel
Unlimited number of service calls. Unlimited telephone technical support
1 Preventive Maintenance visit per year, where applicable

Subtotal: \$49,978.00
Discount: \$2,998.68
Taxable Amount: \$0.00
Sales Tax (est.): 0% \$0.00

5 Year Agreement 6% Discount

~~~~~  
Year #1 Annual Amount \$46,979.32  
Year #2 Annual Amount \$51,008.16  
Year #3 Annual Amount \$51,008.16  
Year #4 Annual Amount \$51,008.16  
Year #5 Annual Amount \$51,008.16  
~~~~~  
5 Year Total: \$251,011.96

Quote Total: \$46,979.32

Applicable sales tax is not included

Sales tax may apply to all or part of the amount quoted depending on state laws
Tax Certificate is required for exemption except for Federal Branches. Please call
800-795-6357 for further information or if exact figure is required.

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Disclaimers and Other Notes

GC PM – Includes inspection of system, clean inlet-cooling fan, verify/adjust detector gas flows and run GC diagnostics.

GCMS PM – Includes inspection of system, clean ion source, change pump oil, clean cooling fans, check PFTBA level, check for proper vacuum operation and run TUNE.

LC PM – Includes inspection of system; inspect/replace seals, pistons, plungers, check valves, ALS needle; run diagnostic.

LCMS PM – Includes inspection of system; change pump oil; clean source; inspect filter; run diagnostic.

ICS PM – Includes inspect/replace seals, o-rings, pistons, check valves, needle and needle seat; inspect for leaks; clean stator and stator face; run diagnostics.

ICPMS PM – Includes inspection of system; clean ion lens filter; inspect interface O-ring seal, cooling fans; change pump oil; check vacuum readings; run TUNE

TOC PM – Includes inspection of system; check water, reagent blanks; NDIR calibration; replace permeation tube, filters, scrubber and dryer tube; check flows.

PAL PM – Includes replace Z-axis tension cords; clean needle guide rods and needle guides; check distance of needle guild rod to needle guide; clean X rail and Y rail; change agitator O-ring; remove and clean/replace 6-port rotor; check tray holders; clean head alignments.

Headspace AS PM – Includes clean system; check tension and alignments; inspect/clean sample probe; perform restriction test.

Upon acceptance of this agreement, the customer understands the instruments must be fully functional according to the manufacturer's operating specifications and able to perform specific analytical test that the Customer requires. FSA reserves the right to not accept a Customer purchase order until instrument(s) have been completely prequalified by an FSA Service Representative. The Customer will be invoiced for all repairs necessary to bring the system up to an acceptable level of performance to both parties and acknowledges they have read and agree to Full Spectrum Analytics, Inc. Terms and Conditions.

ERROR: RID = 5 - The subtable record was not found.

QUOTATION

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If you accept this quote, please indicate the preferred payment option by checking the boxes below. You may return the signed quote via email or fax.

Payment Method: (choose one of the followings)

Billing Cycle*: (circle one) Annual / Semi-Annual / Quarterly / Monthly *(\$1000 minimum for each billing cycle)

☐ Purchase Order:

PO #: _____ AP Contact: _____

☐ EFT : EFT date: 15th of the month

Routing #: _____ Account #: _____

☐ Credit Card: Visa / MasterCard / AMEX (circle one)

Card Number: _____

Name on card: _____ Exp. Date: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Quote Total:

\$46,979.32



Service Agreement Terms and Conditions Form

This is a copy of an electronically controlled document. You assume responsibility for the use, disposal, and verification of current revision of any copies. Approved signature copies available upon Request.

Document Title: Service Agreement Terms and Conditions Form Document No: FORM 7.2.1-001 Revision: 7.0

Date Issued: 03FEB2020

Issued By: Document Controller



Scope:

This agreement is entered into and made effective as of the date set forth below, by and between Full Spectrum Group, LLC d/b/a Full Spectrum Analytics (FSA), and the party identified below ("Client").

Responsibilities of Full Spectrum Analytics:

I. ON-SITE SERVICE

Unless otherwise stated, on-site response time will not be longer than 48-hours after FSA has authorized a service call. An FSA representative may ask the analyst to try several troubleshooting techniques before opening a service call. The maximum telephone troubleshooting time is one full working day. On-site service calls and travel times are unlimited for as long as the account is kept current with FSA. A representative of the Client's company must be on-site with the FSA service representative at all times. Laboratories located beyond 150 miles from FSA's service hub are subject to a 72-hour response time and extended travel charges.

FSA Service Hubs currently include:

California: Pleasanton, Los Angeles, San Diego
Arizona: Phoenix, Tucson
Texas: San Antonio, Houston, Austin
New Jersey: Wall
Illinois: Chicago
Maryland: Baltimore

Washington: Seattle
Utah: Salt Lake City
Colorado: Denver
Pennsylvania: Philadelphia
Massachusetts: Boston
New York: New York City

II. PARTS REPLACEMENT

Contact price includes service parts replacements. FSA service representatives carry a complete line of parts for electronic, pneumatic, analytical, and mechanical failures. If the required part is not in stock or available within FSA, a company representative will place an order with the supplier and request expedited delivery. FSA reserves the right to use refurbished parts when available, necessary and applicable. Refurbished parts may include but are not limited to Mechanical Vacuum Pumps, Electronic Boards, Pneumatic Valves, Turbo Pumps and Controllers.

III. CONSUMABLE PARTS

FSA will not replace or repair any items considered to be consumable items unless otherwise specified in the service agreement proposal. Examples are, but not limited to,

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GC injector liners, septa, columns, ferrules, glassware, needles, NPD beads, jets, traps, gas filters, electron multipliers, lamps, flow cells, filaments, dryers, and reaction tubes, Purge & Trap water management systems and analytical traps. Consumable parts for TOC analyzers are, but not limited to, peristaltic pump tubing, UV lamps, acid/oxidizer cartridges, glass fittings, and glass assemblies.

Consumable items that are available for purchase on the FSA website and can be installed by FSA on a time-and-material basis. The equipment manufacturer may also be contacted for a complete list of recommended consumable items.

Exceptions:

If the Client has purchased the Enhanced Service Package (along with a complete Qualification program), Client's instrument support will include consumables during a routine preventative maintenance visit to the Client's laboratory. The following is an example list of consumable items replaced during a preventive maintenance (PM) service visit: Wear Retainers, Inlet Cap, Piston Seals, Needle Seats, Rotor Seals, Gaskets, Capillary Seat, Cell Springs, Needle Assemblies, Windows, Pistons, Valves, Seat Assemblies, and Spacer FEP & Finger Caps. With the Enhanced Package, the following lamps will be replaced once per year only: Deuterium, Xenon, and Tungsten lamps.

FSA recommends that PM visits coincide with Qualification visits to give the systems a much higher chance of passing Qualifications criteria.

IV. GOOD FAITH EFFORT - OBSOLESCENCE

FSA will make every effort to repair and maintain an instrument that is no longer supported by the manufacturer. FSA will offer maintenance services for as long as replacement components are readily and economically available. However, due to the age of some instruments, parts availability will be limited. Support for these instruments will be supplied on a "Good Faith Effort" basis and will be denoted as such in your service agreement

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On rare occasions a component or instrument may be deemed “obsolete” during the term of this Agreement. Obsolescence is defined as any part or instrument that is not readily available in current manufacturer inventory or can not be ordered and received within a reasonable time. This does not include parts that are on backorder due to inventory controls established by the OEM. Furthermore, an obsolete component is one which the acquisition costs exceed acceptable industry acquisition costs.

Obsolescence may be designated for any component of the system. These will include without limitation any part, component, assembly, module, product, firmware or software. There are no obsolescence exceptions for any component because it can be custom made or acquired at any price.

Obsolete components will not be covered under this Agreement and will be removed from support after consultation with the laboratory. FSA will provide a separate billable quotation to upgrade obsolete components. Equipment modifications necessary to accommodate replacement of upgrades will also be at the Purchaser’s expense. The upgrade component that replaces the obsolete component is covered under this Agreement.

V. ENGINEERING UPGRADES

Engineering upgrades offered by the original manufacturer may enhance the performance of certain instruments. If the original manufacturer offers upgrades at no cost, FSA will install them onto systems covered by this agreement at no cost as long as there are no acquisition costs or other extended costs to FSA. If the upgrade is not free of cost from the original manufacturer, and if the Client would like to upgrade the instrument, Client will be responsible for purchasing the upgrade kit and contracting FSA for the installation service on a time and materials basis. Other components upgraded, such as software, computers, and monitors, will be paid for by the Client. FSA will replace items such as computers, printers, monitors, and re-install software with the same generation of systems if replacements are necessary and are part of the original service agreement.



VI. PERIOD OF COVERAGE

Technical Call Center and On-Site Service Calls are provided Monday through Friday between business hours of 8:00 a.m. to 5:00 p.m. local standard time, excluding national and FSA holidays. Telephone support is limited to the above coverage period and the equipment listed on the service agreement.

VII. MISUSE AND CONTAMINATION

Instrumentation failure due to operator misuse, sample contamination, or damage from repairs performed by any other party other than an FSA representative is not covered under this agreement. Instrument malfunctions that are a result of power failures, poor environmental controls, facility supply contamination, sample foam-over, or analytical breakdown due to active sites are not covered under this agreement. Examples are, but not limited to, the loss of 2-Chloroethyl-vinyl-ether, breakdown of Endrin or DDT and low recoveries of target compounds and poor analytical results as a result of a contaminated or failed system. FSA will be available for telephone technical support if an instrument has been contaminated or damaged, but parts, labor and travel required to repair the instrument are charged on a time and materials basis.

FSA will verify that the instrument is in working condition according to the manufacturers' specifications by utilizing recommended setpoints, columns, standards, and procedures. This agreement does not cover specific Client applications. It is the responsibility of the Client to ensure a complete understanding of each analysis, experiment, method, and application performed on the instrument.

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VIII. PREVENTIVE MAINTENANCE EXAMPLES

Mass Selective Detectors

PM service will be scheduled annually on all the Mass Selective Detectors listed on the quotation. The PM visits will include replacement of pump fluids, source cleaning, and electromechanical checkout and System Tunes.

TOC Analyzers

PM service will be scheduled annually on all the TOC Analyzers listed on the quotation. The PM visits will include replacement of scrubbers, permeation dryer tube, thorough cleaning and electromechanical, chemical standards checkout.

Liquid Chromatographs

PM service will be scheduled annually on all the Liquid Chromatographs listed on the quotation. The PM visits will include replacement of pump seals, needle seat, purge valve frit, thorough cleaning, and electromechanical, and chemical standards when applicable.

Ion Chromatographs

PM service will be scheduled annually on all the Ion Chromatographs listed on the quotation. The PM visits will include replacement of pump seals, piston seals, active mixer filter, valve rotor, thorough cleaning, electromechanical, chemical standards checkout.

Headspace Instruments

PM service will be scheduled annually on all the Headspace Instruments listed on the quotation. The PM visit will include sensor cleaning, lubrication of all moving parts, thorough cleaning, electromechanical, chemical standards checkout.

ABI/Sciex Mass Spectrometers

PM service will be scheduled bi-annually on all ABI/Sciex instruments listed on the quotation. The PM visit will include a comprehensive series of tests that are recommended by the manufacturer, including replacement of pump oils, cleaning and electromechanical check-out, and System Tunes.

A detailed listing of services performed during a Preventive Maintenance visit is provided to the Client after each PM service visit.



Responsibilities of Client:

I. INSTRUMENT PREQUALIFICATION

All instruments are subject to a Prequalification review by FSA personnel before the commencement of the service agreement. Instruments must be fully functional according to the manufacturer's operating specifications and able to perform specific analytical tests run by FSA in its reasonable discretion based on the proposed usage of such instruments by Client. FSA reserves the right not to accept Client's purchase order until an FSA Service Representative has completely prequalified instrument (s). Clients will be invoiced for all repairs necessary to bring the system up to an acceptable level of performance to both parties, if necessary.

Instruments are also subject to a Requalification process should there be a lapse in the service agreement for more than 15 working days before a contract renewal. In the event repairs are necessary to bring the instruments to fully functional conditions, FSA will repair the instrument(s) and invoice Client separately on a time and materials basis

II. LABORATORY PERSONNEL

It is the Client's responsibility to ensure that only adequately trained laboratory personnel will operate the instruments under this agreement. Laboratory personnel must provide FSA service personnel details of all circumstances leading to an instrument failure. The client shall provide consumable items required to complete the repair



III. OPERATING CONDITIONS

A controlled climate must be maintained, as specified in the manufacturer's operating manual. A reliable power source must be supplied at all times, as per the manufacturers' requirements. Instrument failure(s) due to power fluctuations and or power loss is not covered under this agreement. FSA will repair the damaged instrument(s) and invoice Client separately on a time and materials basis.

IV. RELOCATION OF INSTRUMENTS

Relocation services are available through FSA on a flat rate or time and materials basis. If the Client finds it necessary to relocate an instrument, they may do so at their own risk and discretion. Damages resulting from the relocation of instruments relocated by the Client or another contractor are not covered. This agreement will cover system malfunctions occurring after the relocation services performed by FSA service representatives (and only FSA service representatives).

The manufacturer required operating conditions to apply for the location of the instrument. System failures or damage as a result of facilities power, environmental conditions, or contamination are not covered by this agreement or relocation service. All repairs will be performed at a time and materials basis.

V. TERMS AND CANCELLATION

The contract term unless modified, will be for (3) three years beginning on the commencement date. Client or FSA may terminate the Agreement for cause by giving the other party at least 30 days' written notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

FSA may implement an annual price increase on the annual commencement date in accordance with the yearly percentage change in the Private Industry Workers as published by the U.S. Department of Labor, Bureau of Labor Statistics.

Contract Changes – Additions and deletions of instruments under an existing service contract may be requested at the end of each fiscal quarter by providing 30 days written notice. The Client and FSA must agree to all contract changes.



After acceptance of this agreement, all payments are due net 30 days of the invoice date. The initial term of the agreement will be stated in the contract and is subject to the terms provided below. In the event any payment of principal or interest or both shall remain unpaid for a period of fifteen (15) days or more after the due date thereof, a one-time late charge equivalent to six percent (6%) of each unpaid amount may be charged.

Payment plans are available if an acceptable credit rating has been determined and maintained. Delinquent payments will cause delays with technical support and on-site response time. FSA reserves the right to refuse service and provide parts and technical support under this agreement if the Client's account becomes delinquent.

If the agreement is not renewed after its expiration date, all services that are currently being provided under this agreement will then be provided on a time and materials basis, i.e., repairs, PMS, and Qualifications being conducted at the time of the expiration of this agreement.



VI. LIMITATION OF LIABILITY

FSA's liability under this agreement is limited to repair of the instrument and the replacement of parts to the extent provided for this agreement. FSA does not warrant or represent that any equipment owned or utilized by the Client is fit for any particular purpose or method. All warranties and representations are expressly denied by FSA and waived by Client.

In particular, FSA is not liable for the loss of irretrievable or damaged data, loss of revenue, profits, or any other cost to Client, its affiliates, its customers, its Clients or its employees, or any of their respective affiliates, or any other person or entity, including any loss of employee or consultant time, damages to the facility or injury to Client, its personnel or third parties caused by the instrument, or any other injuries, property

damage or consequential damages, whether due to the failure of any instrument or the services or parts provided by FSA. This agreement does not cover the repair of instruments that have been damaged by the negligence or misconduct of Client's employees or third parties, or by fire, flood, vandalism, terrorism, or other acts of violence, including earthquakes or other acts of God.

FSA is not responsible for any specialized, regulated or non-regulated methods or applications performed on instruments under contract. System calibrations, data acquisitions, or data accuracy are the responsibility of the Client. Archiving and recovery of data from computers and other media are also the responsibility of the Client.

APART FROM ANY OTHER SPECIFIC PROVISION IN THIS AGREEMENT LIMITING FSA'S LIABILITY, FSA IN NO EVENT SHALL BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR LOSS OF SALES OR PROFITS, IN CONNECTION WITH ANY MATTERS RELATING DIRECTLY OR INDIRECTLY TO THE BUSINESS RELATIONSHIP BETWEEN FSA AND CLIENT EVEN IF FSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, FSA'S LIABILITY, IF ANY, TO CLIENT FOR DAMAGES, WHETHER BASED UPON TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED FSA'S PROCEEDS UNDER THIS AGREEMENT.

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If legal action is necessary by FSA to enforce any part of this agreement, including payment of invoices, FSA is entitled to recover all its reasonable attorney's fees and court costs from Client to the extent that Client is found liable.

This agreement shall be governed by the laws of the State of California, and it is of further covenant and mutually agreed that each party hereby consents to the jurisdiction and venue in the appropriate court in Orange County, California in the event (but only in the event) that such court does not have subject matter jurisdiction over such action, the United States District Court for the Southern District of California. Client shall hold FSA harmless, defend by counsel reasonably acceptable to, and fully indemnify FSA, its affiliates, shareholders, directors, officers and employees against all third-party claims, actions, proceedings, judgments, losses, liabilities, costs, and expenses (including attorney's fees) arising from this agreement or FSA's provision of parts or services as contemplated by this agreement provided. However, Client shall not be required to indemnify FSA for losses, liabilities, costs and expenses arising directly from FSA's gross negligence or willful misconduct.

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Appendix A

Good Faith Efforts

- **Agilent/HP**
 - GC: 5890, 6850, 7694 Headspace, 7673A/B ALS
 - Mass Spec: 4500 ICP, 5971, 5972, G1946, G1956
 - ICP-MS: 7500xx
 - Archon
- **AB Sciex**
 - Mass Spec: API 150, API 2000/2000QTrap
- **Dionex**
 - Extraction: ASE 200
 - IC: DX-500, DX-600
- **Cetac**
 - ASX-510, ASX-500
- **Gerstel**
 - Universal Peltier Chiller (UPC, UPC+)
- **OI Analytical**
 - ELCD: 4420, 5200
 - P&T: 4460, 4560, MHC
 - TOC: 1010, 1020
 - VOA: 4551A, 4552
- **PC Operating Systems**
 - All Windows Operating Systems before Windows 7
- **Perkin Elmer**
 - All Models
- **Sievers**
 - TOC: 800
 - TOC Autosampler: 900
- **Teledyne/Tekmar**
 - Autocan
 - Headspace: 7000/7050
 - Purge and Trap: LSC-2000, 2016/2032, ASH, Aqua Tec 70, LSC-3000, LSC-3100
 - Precept, Solatek 72
 - TOC: Phoenix 8000, Apollo 9000
- **Varian/Bruker**
 - GC: 3400, 3800, 3900
 - Mass Spec: 2000, 2100, 2200
 - Archon, 8400
- **Waters**
 - LC: 486, 490, 712, 432, 474, 410, SATIN, 616, 510, 600, 996, Acquity
 - Mass Spec: ZQ 2000, Quattro, GCT
 - Delta 4000 Prep

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By signing below, the Client accepts all aspects of this agreement and fully understands this document in its entirety.

FULL SPECTRUM ANALYTICS

CLIENT

<u>John Martin</u>	<u>1/30/2020</u>		
Signed	Date	Signed	Date
<u>John Martin</u>			
Name (please print)		Name (please print)	
<u>Vice President of Sales and Marketing</u>			
Title		Title	
		<u>Client Email Address</u>	







WCB_FullSpectrum_final

Final Audit Report

2021-08-10

Created:	2021-08-10
By:	Priscilla Reyes (preyes@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPBnZvOsUUtboA7t1WxgH7wX8OrUuQ_Kc

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