



Amendment No. 4  
to  
Contract No. NA150000116  
for  
Service Agreement for GC/MS #5  
between  
Full Spectrum Analytics, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 1, 2019 through July 31, 2020. Zero options will remain.
- 2.0 The total contract amount is increased by \$5,268.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/01/2015 – 07/31/2016	\$5,268.00	\$5,268.00
Amendment No. 1: Option 1 – Extension 08/01/2016 – 07/31/2017	\$5,268.00	\$10,536.00
Amendment No. 2: Option 2 – Extension 08/01/2017 – 07/31/2018	\$5,268.00	\$15,804.00
Amendment No. 3: Option 3 – Extension 08/01/2018 – 07/31/2019	\$5,268.00	\$21,072.00
Amendment No. 4: Option 4 – Extension 08/01/2019 – 07/31/2020	\$5,268.00	\$26,340.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: EILEEN OUELLET  
Authorized Representative

Full Spectrum Analytics, Inc.  
1252 Quarry Lane  
Pleasanton, California 94566  
(800) 796-6357  
[jmartin@fsaservice.com](mailto:jmartin@fsaservice.com)

Sign/Date:

Cindy Reyes  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 3  
to  
Contract No. NA150000116  
for  
Service Agreement for GC/MS #5  
between  
Full Spectrum Analytics, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 1, 2018 through July 31, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$5,268.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/01/2015 – 07/31/2016	\$5,268.00	\$5,268.00
Amendment No. 1: Option 1 – Extension 08/01/2016 – 07/31/2017	\$5,268.00	\$10,536.00
Amendment No. 2: Option 2 – Extension 08/01/2017 – 07/31/2018	\$5,268.00	\$15,804.00
Amendment No. 3: Option 3 – Extension 08/01/2018 – 07/31/2019	\$5,268.00	\$21,072.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: John A. Martin 7/30/18

Printed Name: JOHN MARTIN  
Authorized Representative

Full Spectrum Analytics, Inc.  
1252 Quarry Lane  
Pleasanton, California 94566  
(800) 796-6357  
[jmartin@fsaservice.com](mailto:jmartin@fsaservice.com)

Sign/Date: Cindy Reyes 7/30/18

Cindy Reyes  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 2  
to  
Contract No. NA150000116  
for  
Service Agreement for GC/MS #5  
between  
Full Spectrum Analytics, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 1, 2017 through July 31, 2018. Two options will remain.
- 2.0 The total contract amount is increased by \$5,268.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/01/2015 – 07/31/2016	\$5,268.00	\$5,268.00
Amendment No. 1: Option 1 – Extension 08/01/2016 – 07/31/2017	\$5,268.00	\$10,536.00
Amendment No. 2: Option 2 – Extension 08/01/2017 – 07/31/2018	\$5,268.00	\$15,804.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: John A. Martin 7/5/17

Printed Name: JOHN A. MARTIN  
Authorized Representative

Full Spectrum Analytics, Inc.  
1252 Quarry Lane  
Pleasanton, California 94566  
(800) 796-6357  
[jmartin@fsaservice.com](mailto:jmartin@fsaservice.com)

Sign/Date: Mike Zambrano, Jr. 7.11.17

Mike Zambrano, Jr.  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. NA150000116  
for  
Service Agreement for GC/MS #5  
between  
Full Spectrum Analytics, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 01, 2016 to July 31, 2017. Three options will remain.
- 2.0 The total contract amount is increased by \$5,268 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/01/2015 – 07/31/2016	\$5,268.00	\$5,268.00
Amendment No. 1: Option 1 – Extension 08/01/2016 – 07/31/2017	\$5,268.00	\$10,536.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

*John A. Martin* 7/14/16

Printed Name: John A. Martin  
Or other authorized Representative  
Full Spectrum Analytics, Inc.  
1252 Quarry Lane  
Pleasanton, California 94566  
[ecoulet@fsservice.com](mailto:ecoulet@fsservice.com)  
800-796-6357

Sign/Date:

*Joe Barrios*  
Joe Barrios  
Contract Compliance Specialist Senior  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Full Spectrum Analytics, Inc. ("Contractor")  
for  
Service Agreement for GC/MS #5**

This Contract is between Full Spectrum Analytics, Inc. having offices at 1252 Quarry Lane, Pleasanton, CA 94566 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on August 1, 2015. Solicitation requirements are met by using Contractor's Texas Multiple Award Schedule ("TXMAS") Contract No: 12-66060.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 TXMAS Contract Number: TXMAS-12-66060 including any and all supporting schedules
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Full Spectrum Analytics Quotation and Service Agreement Terms and Conditions, dated June 25, 2015, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 TXMAS Contract Number: TXMAS-12-66060, including any and all supporting schedules
- 1.2.2 This Contract
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 The Contractor's Quotation and Service Agreement Terms and Conditions as referenced in Section 1.1.4, including subsequent clarifications

**1.3 Quantity.** Quantity of goods or services as described in Exhibit B.

**1.4 Term of Contract.** The Contract shall become effective August 1, 2015 and remain in effect for twelve (12) months, and thereafter can be renewed for four twelve (12) month extension options subject to the approval of the Purchasing Officer or his designee and the Contractor. In no event shall the Contract Term extend beyond the earlier of the cooperative agreement end date of July 31, 2018.

**1.5 Compensation.** The Contractor shall be paid as indicated in Exhibit B upon delivery of the goods and services a total not-to-exceed contract amount of \$5,268.00 for the initial contract term, and a total not-to-exceed amount of \$5,268.00 for each extension option for a total contract amount of \$27,900.00.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.



FULL SPECTRUM ANALYTICS, INC.

JOHN A. MARTIN

Printed Name of Authorized Person

Signature

VICE PRESIDENT

Title:

Date:

7/10/15

CITY OF AUSTIN

Erin D Vincent

Printed Name of Authorized Person

Signature

Senior Buyer Specialist

Title:

Date:

7.10.15

Exhibit A - Supplemental Terms

Exhibit B - Full Spectrum Analytics Quotation and Service Agreement Terms and Conditions dated June 25, 2015

Exhibit C - City's Non Discrimination Certificate

**EXHIBIT A  
SUPPLEMENTAL TERMS**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Eileen Ouellet; Phone: (800)795-6357; Email: EOuellet@fsaservice.com. The City's Contract Manager for the engagement shall be Alberto Banda; Phone: (512) 974-5273; Email: Alberto.Banda@austintexas.gov.

2. **Invoices/Payment.**

2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the address in which the deliverables were accepted by the City, or the City Department that created the Purchase Order.

2.1.1 Federal Excise Taxes, State taxes, or City sales tax must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

2.2 **Payment.**

2.2.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

2.2.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

2.2.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

2.2.3.1 delivery of defective or non-conforming services by the Contractor;

2.2.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

2.2.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

2.2.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

2.2.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

2.2.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

2.2.3.7 failure of the Contractor to comply with any material provision of the Contract.

2.2.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

2.2.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3. **Contractor To Package Deliverables:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **Shipment Under Reservation Prohibited:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **Title & Risk of Loss:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **Right Of Inspection And Rejection:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

7. **No Replacement Of Defective Tender:** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

8. **Special Tools & Test Equipment:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

9. **Right To Audit.**

9.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

9.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

10 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:



To the City:  
City of Austin, Purchasing Office  
ATTN: Contract Administrator  
P O Box 1088  
Austin, TX 78767

To the Contractor:  
Full Spectrum Analytics, Inc.  
ATTN: Eileen Ouellet  
1252 Quarry Lane  
Pleasanton, CA 94566

11. **Termination For Cause:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

12. **Termination Without Cause:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

13. **Insurance:** The following insurance requirement applies.

13.1 **General Requirements**

13.1.1. The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

13.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

13.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

13.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

13.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

13.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies



licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

13.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

13.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

13.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements herein, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

13.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

13.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

13.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

13.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

13.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

13.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

13.2.2 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

13.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

13.2.2.2 Contractor/Subcontracted Work.

13.2.1.2 Products/Completed Operations Liability for the duration of the warranty period.

13.2.1.3 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

13.2.1.4 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

13.2.1.5 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

13.3 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

13.3.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

13.3.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

13.3.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

13.4 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

13.4.1 The Contractor's policy shall apply to the State of Texas.

13.4.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

13.4.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

13.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

14. **Equal Employment Opportunity:** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, or any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

15. **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

15.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

15.2 The City of Austin has determined that no goals are appropriate for this Contract. Even though no

goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

15.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

16. **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

17 **Delivery Terms and Transportation Charges:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified. Unless otherwise stated, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Department".

18. **Warranty – Deliverables:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions of the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules and regulations, and industry codes and standards. Unless otherwise stated, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

18.1 Recycled Deliverables shall be clearly identified as such.

18.2 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

18.3 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of the acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

18.4 If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

18.5 If the Contractor is not the manufacturer, and the Deliverables are covered by a separate

manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

19. **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

19.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

19.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

19.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

20. **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by Contractor.

21. **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance when requested to do so by the City (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or any report or deliverable required to be submitted by the Contractor to the City.

22. **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold such amounts of the cost incurred by the Contractor in providing such gratuities.

23. **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for the employees of the City.

**EXHIBIT A  
SUPPLEMENTAL TERMS**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Eileen Ouellet; Phone: (800)795-6357; Email: EOuellet@fsaservice.com. The City's Contract Manager for the engagement shall be Alberto Banda; Phone: (512) 974-5273; Email: Alberto.Banda@austintexas.gov.

2. **Invoices/Payment.**

2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the address in which the deliverables were accepted by the City, or the City Department that created the Purchase Order.

2.1.1 Federal Excise Taxes, State taxes, or City sales tax must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

2.2 **Payment.**

2.2.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

2.2.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

2.2.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

2.2.3.1 delivery of defective or non-conforming services by the Contractor;

2.2.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

2.2.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

2.2.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

2.2.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

2.2.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

2.2.3.7 failure of the Contractor to comply with any material provision of the Contract.

2.2.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

2.2.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.



3. **Contractor To Package Deliverables:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **Shipment Under Reservation Prohibited:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **Title & Risk of Loss:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **Right Of Inspection And Rejection:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

7. **No Replacement Of Defective Tender:** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

8. **Special Tools & Test Equipment:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

9. **Right To Audit.**

9.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

9.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

10 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:  
City of Austin, Purchasing Office  
ATTN: Contract Administrator  
P O Box 1088  
Austin, TX 78767

To the Contractor:  
Full Spectrum Analytics, Inc.  
ATTN: Eileen Ouellet  
1252 Quarry Lane  
Pleasanton, CA 94566

11. **Termination For Cause:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

12. **Termination Without Cause:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

13. **Insurance:** The following insurance requirement applies.

13.1 **General Requirements**

13.1.1. The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

13.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

13.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

13.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

13.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

13.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies

licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

13.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

13.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

13.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements herein, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

13.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

13.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

13.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

13.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

13.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

13.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

13.2.2 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

13.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

13.2.2.2 Contractor/Subcontracted Work.

13.2.1.2 Products/Completed Operations Liability for the duration of the warranty period.

13.2.1.3 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

13.2.1.4 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

13.2.1.5 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

13.3 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

13.3.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

13.3.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

13.3.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

13.4 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

13.4.1 The Contractor's policy shall apply to the State of Texas.

13.4.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

13.4.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

13.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

14. **Equal Employment Opportunity:** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, or any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

15. **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

15.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

15.2 The City of Austin has determined that no goals are appropriate for this Contract. Even though no

goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

15.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

16. **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

17 **Delivery Terms and Transportation Charges:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified. Unless otherwise stated, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Department".

18. **Warranty – Deliverables:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions of the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules and regulations, and industry codes and standards. Unless otherwise stated, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

18.1 Recycled Deliverables shall be clearly identified as such.

18.2 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

18.3 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of the acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

18.4 If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

18.5 If the Contractor is not the manufacturer, and the Deliverables are covered by a separate



manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

19. **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

19.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

19.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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20. **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by Contractor.

21. **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance when requested to do so by the City (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or any report or deliverable required to be submitted by the Contractor to the City.

22. **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold such amounts of the cost incurred by the Contractor in providing such gratuities.

23. **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for the employees of the City.

## EXHIBIT B



## QUOTATION

DATE	QUOTE#
6/25/2015	12107

City of Austin Police  
812 Springdale Road  
Austin, Texas 78702  
Attn: Albert Banda  
512-974-5273 alberto.banda@austintexas.co

Full Spectrum Analytics, Inc.  
1252 Quarry Lane  
Pleasanton, CA 94566  
Phone: 800-795-6357  
Fax: 714-279-0506  
Email:  
eoulet@fsaservice.com

P.O. NO.		TERMS	REP	VALID FOR	QUOTATION TYPE	
		See Attached	JAM	90 Days	Contract	
P/N	DESCRIPTION			QTY	MO. AMT	ANNUAL AMT
	SERVICE AGREEMENT  GC/MS #5					
AG-5975PE-C1	Agilent G3172A, 5975 Performance Turbo Pump, EI Service Contract S/N: US12142A25			12	294.00	3,528.00
AG-7890SXXC-C1	Agilent 7890 (G3440, G3442) GC with single split/splitless inlet. S/N: US12111007			12	84.00	1,008.00
AG-G3397A-C1	Agilent (G3397A) Micro Ion Gauge Controller for use with 5975/5977 MSD S/N: G31B4064			12	11.00	132.00
AG-7693INI-C1	Agilent 7693A, G4513A Autosampler Injector S/N: US12200571			12	18.00	216.00
AG-7693TRAY-C1	Agilent 7693, G4514 Autosampler Tray S/N: USH2356675			12	32.00	384.00
FS-CONT-01	SERVICE AGREEMENT INCLUDES: On-site response time within 48 hours Unlimited number of service calls All parts (excluding consumables) and labor Unlimited telephone technical support One (1) Preventive Maintenance visit per year, where applicable					
				TOTAL ANNUAL AMOUNT		

Page 1

Prepared by: Eileen Ouellet



## QUOTATION

DATE	QUOTE#
6/25/2015	12107

City of Austin Police  
812 Springdale Road  
Austin, Texas 78702  
Attn: Albert Banda  
512-974-5273 alberto.banda@austintexas.co

Full Spectrum Analytics, Inc.  
1252 Quarry Lane  
Pleasanton, CA 94566  
Phone: 860-795-6357  
Fax: 714-279-0506  
Email: [equel@fsanet.com](mailto:equel@fsanet.com)

P.O. NO.		TERMS	REP	VALID FOR	QUOTATION TYPE	
		See Attached	JAM	90 Days	Contract	
P/N	DESCRIPTION			QTY	MO. AMT	ANNUAL AMT
	BASE YEAR Annual Amount: \$5,268.00 Contract Term: 8/1/15 to 7/31/16  OPTION YEAR #1 Annual Amount: \$5,268.00 Contract Term: 8/1/16 to 7/31/17  OPTION YEAR #2 Annual Amount: \$5,268.00 Contract Term: 8/1/17 to 7/31/18  OPTION YEAR #3 Annual Amount: \$5,268.00 Contract Term: 8/1/18 to 7/31/19  OPTION YEAR #4 Annual Amount: \$5,268.00 Contract Term: 8/1/19 to 7/31/20  TXMAS-12-66060					
Tax	NOTE: Sales tax may apply to all or part of the amount quoted depending on state laws. A Tax Certificate is required for exemption except for Federal Branches. Please call 714-279-3999 ext. 232 for further information or if exact figure is required.					
				TOTAL ANNUAL AMOUNT		

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Prepared by: Eileen Ouellet



## QUOTATION

DATE	QUOTE#
6/25/2015	12107

City of Austin Police  
812 Springdale Road  
Austin, Texas 78702  
Attn: Albert Banda  
512-974-5273 alberto.banda@austintexas.co

Full Spectrum Analytics, Inc.  
1252 Quarry Lane  
Pleasanton, CA 94566  
Phone: 800-795-6357  
Fax: 714-279-0506  
Email:  
equote@fssaservice.com

P.O. NO.		TERMS	REP	VALID FOR	QUOTATION TYPE	
		See Attached	JAM	90 Days	Contract	
P/N	DESCRIPTION			QTY	MO. AMT	ANNUAL AMT
T&C	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.					
FS-SIGN-01	If you accept this quote, please indicate the preferred payment option by checking the boxes below: You may return the signed quote via email.					
				TOTAL ANNUAL AMOUNT		

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Prepared by: Eileen Ouellet



## QUOTATION

DATE	QUOTE#
6/25/2015	12107

City of Austin Police  
812 Springdale Road  
Austin, Texas 78702  
Attn: Albert Banda  
512-974-5273 alberto.banda@austintexas.co

Full Spectrum Analytics, Inc.  
1252 Quarry Lane  
Pleasanton, CA 94566  
Phone: 600-795-6357  
Fax: 714-279-0506  
Email:  
aouette@fsaservice.com

P.O. NO.	TERMS	REP	VALID FOR	QUOTATION TYPE	
	See Attached	JAM	90 Days	Contract	
P/N	DESCRIPTION	QTY	MO. AMT	ANNUAL AMT	
	<p>PAYMENT OPTION 1: Annual/Semi-Annual/Quarterly Payment</p> <p><input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX Exp. _____</p> <p>Acct. # _____</p> <p><input type="checkbox"/> Single Annual Payment: Net 30 Days</p> <p><input type="checkbox"/> Semi-Annual Payments: Net 30 Days</p> <p><input type="checkbox"/> Quarterly Payments: Net 30 Days</p> <p>Customer PO # _____</p> <p>Accounts Payable Contact: _____</p> <p>PAYMENT OPTION 2: Monthly (EFT or Credit Card)</p> <p><input type="checkbox"/> Electronic Funds Transfer on 1st, 15th, or 30th</p> <p>Bank: _____</p> <p>Routing # _____</p> <p><input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX</p> <p>Exp. _____</p> <p>Acct. # _____</p> <p>Amt. _____ <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly</p> <p>CUSTOMER SIGNATURE:</p> <p>Signed _____ Date _____</p> <p>Print Name _____</p> <p>Title _____</p>				
			TOTAL ANNUAL AMOUNT	\$5,268.00	

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Prepared by: Eileen Ouellet





# Service Agreement Terms and Conditions Form

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Document No: Form 7.2.1-001

Document Name: Service Agreement Terms and  
Conditions Form

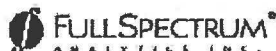
Revision: 3.0

Date Issued: 14NOV2014

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Document Title: <b>Service Agreement Terms and Conditions Form</b>	Document No: <b>FORM 7.2-1.001</b>	Revision: Date Issued: <b>3.0 14NOV2014</b>	Issued By: <b>Cindy Governor</b>
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### **Scope:**

- I. This Agreement is entered into and made effective as of the date set forth below, by and between Full Spectrum Analytics (FSA) and the party identified below.

### **Responsibilities of Full Spectrum Analytics:**

#### **I. ON-SITE SERVICE**

Unless otherwise stated, on-site response time will not be longer than 48-hours after a service call has been authorized by FSA. 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 Customer'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  
New Jersey: Princeton  
Illinois: Chicago  
Maryland: Baltimore

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

#### **II. PARTS REPLACEMENT**

Service parts replacements are included in the price of the service agreement. 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 next business day 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, GC injector liners, septa, columns, ferrules, glassware, needles, NPD beads, jets, traps, gas filters, electron multipliers, lamps, 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.

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Consumable parts for Dionex IC systems are, but not limited to, suppressors, column and eluant generator cartridges. Sciex/ABI MS consumable parts include PPG standards kit, o-rings, ferrules, TIS nozzle, TIS electrode, ionizer needle, and anti-static foam swabs. Customer Consumable items can be provided and installed on a time-and material basis.

Exceptions:

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

It is highly recommended that PM visits coincide with Qualification visits in order to give the systems a much higher chance of passing Qualifications criteria.

**IV. GOOD FAITH EFFORTS**

FSA makes every effort to continue the repair and maintenance of instruments that have been deemed "obsolete" by the manufacturer. Over the years, FSA and manufacturers have been successful at utilizing alternate vendors for acquiring replacement parts and from instruments in inventory. Unfortunately, due to the age of some instruments, many parts become very scarce. Therefore, service agreement support for the following instruments will only be supplied on a "Good Faith Effort" basis: Tekmar LSC-2000, Autocan, Precept, 7000 Headspace, Varian 3400, 3800 GC, OI 1010 TOC, OI 4460 Purge & Trap, OI 5200, ELCD, HP/Agilent 1050/1090 HPLC, Agilent 4500 ICPMS, HP 7873A, HP 5971 and 5972 MSD, Sievers 800 TOC and Dionex DX 100/120. "Good Faith Effort" instrument list is subject to change and further additions.

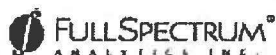
HP 5971/5972 Analyzer Loaner Program: Due to the lack of availability of replacement parts for the Analyzer including the quadrupoles, FSA will retain ownership of all analyzers and quadrupoles that are replaced under this agreement. When the instrument is retired or taken off contract, FSA will return the original analyzer and reclaim the one that was installed into the Customer's instrument.

**V. ENGINEERING UPGRADES**

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

FSA will replace items such as computers, printers, monitors and re-install software with same generation of systems if replacements are necessary and are part of the original contract agreement.

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If system upgrades are required due to obsolescence or availability of certain parts, i.e., upgrading to a larger turbo or mechanical pump. FSA may, at its own discretion, may cover the upgrade, but only that portion of the obsolete part that needs to be replaced. FSA will also cover all the labor costs associated with the replacement of these parts.

#### VI. PERIOD OF COVERAGE

Telephone Technical Support 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 to 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 service 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 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 will be 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 set points, columns, standards and procedures. Specific Customer applications are not covered by FSA or this service agreement. It is the responsibility of the Customer to ensure complete understanding of each analysis, experiment, method and application performed on the instrument.

#### VIII. PREVENTIVE MAINTENANCE EXAMPLES

##### Mass Selective Detectors

Preventive maintenance (PM) service will be scheduled annually on all the Mass Selective Detectors listed on the quotation. The PM visits will include replacement of pump oils, source cleaning and electromechanical check-out and System Tunes

##### TOC Analyzers

Preventive maintenance (PM) service will be scheduled annually on all the TOC Analyzers listed on the quotation. The PM visits will include replacement of gas scrubbers, permeation dryer tube, thorough cleaning and electromechanical, chemical standards check-out.

##### Liquid Chromatographs

Preventive maintenance (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, electromechanical, caffeine standards check-out.

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**Ion Chromatographs**

Preventive maintenance (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 check-out.

**Headspace Instruments**

Preventive maintenance (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 check-out.

**ABI/Sciex Mass Spectrometers**

Preventive maintenance (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 which is 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 will be provided to the Customer after each PM Service visit.

***Responsibilities of the Customer:***

**I. INSTRUMENT PREQUALIFICATION**

All instruments are subject to a prequalification review by FSA personnel prior to the commencement of the service agreement. 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's purchase order until instrument(s) have been completely prequalified by an FSA Service Representative. Customers 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 prior to 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 the Customer separately on a time and materials basis.

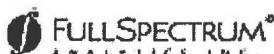
**II. LABORATORY PERSONNEL**

It is the customer's responsibility to ensure that only adequately trained laboratory personnel will operate the instruments under this service agreement. Laboratory personnel must provide FSA Service Personnel details of all circumstances leading to an instrument failure. Consumable items required to complete the repair shall be provided by the Customer.

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### 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 are not covered under this agreement. FSA will repair the damaged instrument(s) and invoice the Customer 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 Customer 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 Customer or another contractor are not covered. System malfunctions occurring after the relocation services performed by FSA Service Representatives will be covered by this agreement.

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

### V. PAYMENT TERMS AND CANCELLATION

After acceptance of this agreement, all payments are due Net 30 days of invoice date.

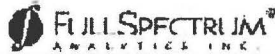
Payment plans are available if an acceptable credit rating has been determined and maintained. Delinquent payments will cause delays with technical support and on-site response time. FSA reserves the right to refuse service and provide parts and technical support under this agreement if the customer's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

Customer may cancel this service agreement with a 30-day written notice. Provided FSA is aware of all service issues or other communications and FSA have been given a reasonable opportunity to correct the problems. In the event FS A has corrected the stated problems and Customer still cancels, Customer will be liable for the remaining balance of the contract price. Notice of cancellation must be delivered by certified mail or express courier. FSA will contact Customer after receiving the notice and will inform Customer of any outstanding balance due for the month(s) that service was provided. FSA reserves the right to cancel this service agreement at any time and shall provide the Customer with a written 30-day notice and inform the Customer of any outstanding balance due for the month(s) that service was provided.

Multi-year contract customers receive a discount from FSA's standard price. If a multi-year contract is canceled prior to the end of the agreed upon term, the Customer will be liable for the difference between the standard price and the discounted price for each instruments for the covered term, or the remaining contract balance, whichever is greater.

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

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#### VI. LIMITATION OF LIABILITY

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

In particular, FSA is not liable for the loss of irretrievable or damaged data, loss of revenue, profits, or any other cost to Customer or its affiliates. Including loss of employee or consultant time, damages to the facility and/or injury to the customer, it's personnel or third parties caused by the instrument, or any other injuries, property damage or consequential damages, whether due to the failure of the instrument or the services or parts provided by FSA. This agreement does not cover repair of instruments which have been damaged by the intentional negligent or misconduct of Customer's employees or third parties, or by fire, flood, vandalism, terrorism or other acts of violence including earthquakes and 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 Customer. Archiving and recovery of data from computers and other media are also the responsibility of the customer.

If this service 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.

*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 of the State of California. The Customer and Full Spectrum Analytics, Inc. shall hold each other harmless, defend by counsel reasonably acceptable to, and fully indemnify each other, its shareholders, directors, officers and employees against expenses incurred by the either party in connection with any action, suit or proceeding to which either may be a party to.*

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

FULL SPECTRUM ANALYTICS, INC.

John Martin 11/14/2014  
Signed Date

John Martin  
Name (please print)

Vice President of Sales and Marketing  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

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**EXHIBIT C**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CONTRACTOR

Authorized Signature

Title

FULL SPECTRUM ANALYTICS, INC.  
[Signature]  
VICE PRESIDENT