

Order Number225760 000 OP

Branch/Plant5251

Shipped FromAGILENT TECHNOLOGIES, INC.  
4187 COLLECTIONS CENTER DRIVE  
CHICAGO IL 60693

Ship ToBOARD OF WATER SUPPLY  
CITY & COUNTY OF HONOLULU  
630 SOUTH BERETANIA STREET  
HONOLULU HI 96843-0001

Ordered12/14/2020 Freight

Requested12/14/2020 Order Taken ByCurrency CodeUSDBase CurrencyUSD

Delivery

Approved for Sole Source Procurement pursuant to Section §3-122-81, No. 6, Hawaii Administrative Rules.  
Quotation no. 5000832262.

Line	Rev	Description /Supplier Item	Ordered	UOM	Unit Price	PU UM	Extended Price	Request Date	Order No	Ty
1.000	0	Agilent GCMS 5977 Turbo System 7890B Series GC Custom		EA	.0000	EA	21,529.50	12/14/2020	00133954	OR
LV20 OI Analytical, 4551A OI Analytical, OI-4660 OI Purge & Trap										
Total Order							21,529.50			
							Total Order			
Term	Net 30 Days	Tax Rate		.00		21,529.50				



## Agilent Technologies

Agilent Technologies, Inc.  
2850 Centerville Rd  
Wilmington, DE 19808

1-800-227-9770 telephone  
[www.agilent.com](http://www.agilent.com)

November 16, 2020

City & County of Honolulu  
Board of Water Supply  
630 S Beretania St.  
Honolulu, HI 96813-2404

Dear Roland:

Agilent Technologies, Inc. chemical analysis and life science instruments are highly technical and very sensitive. Because of their unique technical nature, we recommend that repair, maintenance and calibration services be performed by Agilent; an ISO9000 certified source for factory authorized service. Service performed by parties other than Agilent authorized support providers could invalidate Agilent warranties and the terms of the contract proposal. While Agilent Technologies, Inc. cannot submit that it is the only vendor who can supply repair and maintenance services, we can make sole source claims on the following:

- Agilent is the sole source for factory recommended replacement parts
- Agilent is the sole source provider for proprietary software updates
- Agilent is the sole source provider of Agilent factory authorized training for factory authorized service representatives
- Agilent is the sole source for factory recommended upgrades and service notes
- Agilent is the sole source contact for factory authorized escalation services to resolve difficult problems. This includes escalation to Agilent factory experts and possible instrument replacement when deemed necessary.

Additional features of Agilent service contracts include:

- Agilent has locally based Field Service Engineering support for Agilent analytical GC, GCMS, HPLC & LCMS system services
- #1 hardware support in the industry
- An independent survey ranked Agilent #1 for compliance services
- Consistent global support products and delivery
- Local field representatives in all major metropolitan areas
- Assigned Account Customer Engineer and Backup Customer Engineer
- Quality measures for timely response, first visit repair and customer satisfaction
- Remote phone support from factory trained engineers

PR173964 11-16-2020 259760



**Agilent Technologies**

- Local parts inventory with 24-hour hotline ordering capability
- Call center support
- Software telephone support from factory trained engineers
- Software update service
- Field repair center for Autosamplers, Integrators, A/D modules, and MSD source cleanings
- Factory authorized preventative maintenance procedures
- Database management to ensure routine maintenance and compliance services are complete on time

Sincerely,

**Philip Dowling**

Crosslab Service & Support Specialist

Agilent Technologies, Inc.

[Philip.Dowling@Agilent.com](mailto:Philip.Dowling@Agilent.com)

C: +1 302-559-5143 | [www.agilent.com](http://www.agilent.com)



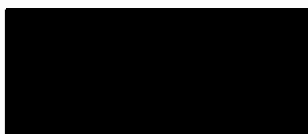
**Agilent**

Trusted Answers



**Delivery Site:**

City & County of Honolulu  
Board of Water Supply  
630 S Beretania St  
HONOLULU HI 96813-2404  
USA  
Tax ID:



**Invoice To:**

City & County of Honolulu  
Board of Water Supply  
630 S Beretania St  
HONOLULU HI 96813-2404  
USA  
Tax ID:

**QUOTATION**

<b>Quotation Number:</b> 5000832262	<b>Quotation Date:</b> October 12, 2020
<b>Coverage Period:</b> 02/01/2021 - 01/31/2022	<b>Payment Terms:</b> Net 30 Days
<b>Quotation Expiration Date:</b> All quoted prices are valid for 90 days from quotation date.	

**Direct Inquiries to:**

Contact Name: Philip Dowling  
Contact E-mail: [PHILIP.DOWLING@AGILENT.COM](mailto:PHILIP.DOWLING@AGILENT.COM)  
Contact Telephone: +13026368208  
Contact Fax:

**Service Contract Quotation:**

<b>Ship To:</b>	City & County of Honolulu Board of Water Supply 630 S Beretania St HONOLULU HI 96813-2404 USA
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Learn more about Agilent's Special Offers, Products, Services and our full range of laboratory productivity solutions optimized for your applications and workflows. Visit us at [www.agilent.com/chem](http://www.agilent.com/chem)

Quotation Number: 5000832262

Quotation Date: October 12, 2020

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
1			-	SW UPGRADE SUBSCRIPTION W/ PHONE SUPPORT		1		1,320.00
2	4		GCMS 5977 Turbo System	CROSSLAB SILVER	09/30/2023	1		10,860.00
		US1547L430	5977A Inert MSD EI Turbo Pump		09/30/2023			
		CN15483112	Agilent 7890B Series GC Custom					
3	1		Other MVS Direct Delivery Systems	CROSSLAB REPAIR SERVICES & DIAGNOSTICS		1		10,816.68
		A442420047	LV20, OI Analytical, Std addition Module					
		F551459461	4551A - OI Analytical - Purge and Trap W					
		K535466471	OI-4660 OI Purge & Trap					
4	1		Other MVS Direct Delivery Systems	CROSSLAB MAINTENANCE SERVICES		1		0.00
		A442420047	LV20, OI Analytical, Std addition Module					
		F551459461	4551A - OI Analytical - Purge and Trap W					
		K535466471	OI-4660 OI Purge & Trap					

<b>Total Amount before Discount</b>	22,996.68
<b>Discount - Region/Country</b>	-2,436.00
<b>Total before Tax</b>	20,560.68
<b>Sales Tax 4.712%</b>	968.82
<b>Total (USD)</b>	21,529.50

EGS = End of Guaranteed Support for earliest module



**Quotation Number:** 5000832262

**Quotation Date:** October 12, 2020

**Summary of Charges:**

Note: These prices reflect additions, deletions and warranties.

Year:	Invoice Period:	Prices by Invoice Period:
YEAR 1	02/01/2021 - 01/31/2022	20,560.68

**Notes:**

Tax calculated based on applicable tax rate in effect today for delivery location(s). Tax rate and taxability of deliverable(s) subject to change based on state laws. If tax exempt contact support agreement administrator.

**Exhibit URL**

Exhibit22S.as [http://www.chem.agilent.com/en-US/products-services/Services/Analytical-Instrument-Services/Exhibits/Exhibit\\_22S/Password:fUje7eju](http://www.chem.agilent.com/en-US/products-services/Services/Analytical-Instrument-Services/Exhibits/Exhibit_22S/Password:fUje7eju)  
px

Exhibit22X.as <http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22x>  
px [Password: br8zUWuC](http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22x)

The sale of all Services and Spare Parts referenced in this Quotation is subject to the then current version of Agilent's Service Terms ("Terms")

(<https://www.agilent.com/en-us/services/e16s-us-canada-mexico>) for Services and to the Agilent's Terms of Sale ("Terms")

(<https://www.agilent.com/en-us/services/e16s-us-canada-mexico>) for Spare Parts, or Occasional Reseller Terms of Sale ("Terms") and other applicable terms referenced herein. A copy of the Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Services and Spare Parts referenced in this Quotation, the terms of that agreement will take precedence for those Services and Spare Parts. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Spare Parts and Service availability dates are estimated at the time of the Quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.

Warranty: Unless otherwise indicated herein, Spare Parts referenced in this Quotation will receive a 90 day replacement warranty. Replaced parts will become the property of Agilent.



## AGILENT SERVICE TERMS

These Agilent Service Terms ("Terms") along with the applicable description of Service ("Service Exhibit") and the terms indicated on the quotation govern the Service of Products and the license of software updates by Agilent Technologies, Inc. and its subsidiaries ("Agilent"). In the event of a conflict herewith, the Service Exhibit will prevail. "Product" means Agilent or third party hardware or consumable that is supported by Agilent as described, if applicable, in any Service Exhibits. "Service" means any standard service to support Products."

### 1. PARTIES RESPONSIBILITIES

- a) Agilent will perform Service in a professional and workmanlike manner. Agilent will make reasonable efforts to deliver Service in accordance with the quotation or the applicable Service Exhibit and may select qualified and reputable subcontractors to perform Service.
- b) Product must be at current specified revision levels and may require Agilent's certification, at Customer's expense, that Product is in good operating condition.
- c) Product relocation may result in additional Service charges, modified service response times and if moved subject to availability.
- d) Customer must remove products not eligible for Service to enable Agilent to perform Service and may incur additional charges for any extra work caused.
- e) Service does not cover damage, defects or failures caused by: use of non-Agilent media, supplies and other products; site conditions that do not conform to Agilent's specifications; neglect, improper use, fire or water damage, electrical disturbances, transportation, work, or modification by non-Agilent employees or subcontractors, or causes beyond Agilent's control.
- f) Customer is responsible for maintaining a procedure external to the Product to reconstruct lost or altered Customer files, data or programs, and for having a representative present when Agilent provides Service at Customer's site. Customer will notify Agilent if Product is being used in an environment that poses a potential health hazard. Agilent may require Customer to maintain such Product under Agilent supervision.

### 2. ORDERS AND CANCELLATIONS

- a) All orders are subject to acceptance by Agilent.
- b) Unless stated otherwise in the Service Exhibit, cancellation is subject to Agilent's prior consent and any applicable fees, details of which are available on request.
- c) Upon sixty (60) days written notice, Agilent may delete Product no longer included in Agilent's Service offering or may cancel a Service Exhibit.

### 3. SHIPMENT, RISK OF LOSS AND ACCEPTANCE

- a) Customer will pay all expenses for return of Product to the Agilent service center. Agilent will pay expenses for return of Product to Customer via Agilent's standard shipping methods.
- b) Risk of loss and damage for tangible deliverables will pass to Customer at the location specified in the quotation or order acknowledgment.
- c) Acceptance of Service will occur upon performance.

### 4. PRICE AND PAYMENT

- a) Prices exclude any applicable sales, value added or similar tax payable by Customer.

- b) Payment terms are per the quotation or order acknowledgement and are subject to change if Customer's financial condition or payment records so warrants. Agilent may stop performance if Customer fails to pay any sum due, or fails to perform under this or any other Agilent agreement if, after ten (10) days written notice, the failure has not been cured.

### 5. WARRANTY

- a) Agilent will replace, at no charge, defective parts used in Agilent's repair of Product for ninety (90) days from the date of Service.
- b) Agilent warrants that software updates will not fail to execute programming instructions due to defects in materials and workmanship when properly installed and used on hardware designated by Agilent. Agilent warrants that Agilent owned standard software updates substantially conform to specifications. Agilent does not warrant that software updates will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer. Agilent does not warrant that software updates will be uninterrupted or error free.
- c) Agilent Service may use remanufactured parts that are equivalent to new in performance.
- d) The above warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair or calibration performed by Customer or an unauthorized third party; Customer or third party supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the specifications for the Product; abuse, negligence, accident, loss or damage in transit; or improper site preparation.
- e) THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### 6. LICENSES

Unless license terms are included with the software updates, software updates licensed under these Terms will be subject to the most current applicable underlying license.

### 7. INTELLECTUAL PROPERTY CLAIMS

- a) Agilent will defend or settle any claim against Customer that any deliverable provided under these Terms infringes an intellectual property right provided Customer promptly notifies Agilent in writing and provides control of the defense or settlement, and assistance to Agilent.
- b) In defending or settling an infringement claim under Section 7a), Agilent will pay infringement claim defense costs, settlement amounts and court-





## **AGILENT SERVICE TERMS**

awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the affected deliverable, or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund Customer's purchase price.

- c) Agilent has no obligation for any claim of infringement arising from: Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information; modifications by Customer or a third party; software update use outside the scope of Agilent specifications or related application notes; or use of the deliverable with products not supplied by Agilent.

### **8. LIMITATION OF LIABILITY AND REMEDIES**

- a) In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.
- b) The limitations set forth in Section 8 (a) above will not apply to infringement claims under Section 7 above, or to damages for bodily injury or death.
- c) The remedies in these Terms are Customer's sole and exclusive remedies.

### **9. INDEMNIFICATION**

Agilent will indemnify and hold Customer harmless from and against any third party claims for (i) bodily injury or death, or (ii) direct damage to tangible property, to the extent caused by Agilent's gross negligence or willful misconduct in performing its obligations under these Terms, provided that Agilent is given prompt written notice and the opportunity to control the defense of the claim or settlement, and subject to the limitation of liabilities set forth in Section 8.

### **10. INSURANCE**

For Service provided by Agilent, Agilent will maintain insurance providing, at a minimum, coverage as follows:

- a) Commercial General Liability insurance of US \$3,000,000 combined single limit for bodily injury and property damage, per occurrence and annual aggregate;
- b) Business Auto Liability insurance of US \$3,000,000 combined single limit for bodily injury and property damage, per occurrence; and
- c) Workers Compensation in amounts sufficient to meet legal requirements in jurisdictions where work will be performed. Employers' Liability of US \$1,000,000 per accident for bodily injury by accident, US \$1,000,000 policy limit by disease, and US \$1,000,000 per employee for bodily injury by disease.

### **11. TERM AND TERMINATION**

- a) An order or a Service agreement may be terminated immediately upon notice in writing (a) by either party, for cause, unless the other party cures the breach within thirty (30) days of written notice of such breach or (b) by Agilent if Customer fails to pay any sums due as specified in Section 4b) above.
- b) Any order or Service agreement will terminate automatically if either party is subject to a voluntary or involuntary bankruptcy petition, becomes insolvent, is unable to pay its debts as they become due, ceases to do business as a going concern, makes an offer or assignment or compromise for the benefit of creditors, or there is a substantial cessation of its regular course of business, or a receiver or trustee is appointed for such party's assets.
- c) Upon termination in accordance with 11a) or b) Customer will pay Agilent for all Service performed and charges and expenses incurred by Agilent up to the date of termination. If the sum of such amounts is less than any advance payment received by Agilent, Agilent will refund the difference within thirty (30) days of receipt of an invoice from Customer. Customer will receive all work in progress for which Customer has paid.
- d) Provisions herein which by their nature extend beyond the termination of any Service will remain in effect until fulfilled.

### **11. GENERAL**

- a) Customer may not assign or transfer a Service agreement without Agilent's prior written consent, which may be subject to applicable charges and terms. Agilent may assign or transfer any of its rights or obligations under these Terms and applicable Service Exhibits upon notice.
- b) Agilent will store and use Customer's personal data in accordance with Agilent's Privacy Statement available at – [www.agilent.com/go/privacy](http://www.agilent.com/go/privacy). Agilent will not sell, rent or lease Customer's personal data to others.
- c) The parties agree to comply with applicable laws and regulations. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.
- d) Customer who exports, re-exports, or transfers products, technology or technical data purchased hereunder assumes all responsibility for complying with applicable U.S. and all other laws and regulations ("Applicable Laws"), and for obtaining required export authorizations. Customer expressly agrees not to sell or otherwise transfer products, technology or technical data to companies or persons on the Denied Parties List and Specially Designated Nationals and Blocked Persons List, or to any other prohibited parties or restricted destinations listed in Applicable Laws, unless properly authorized by the appropriate government(s). Agilent may suspend performance if Customer is in violation of Applicable Laws. Further information on restricted destinations can be obtained from - <http://www.bis.doc.gov>.
- e) To the extent that Agilent is providing Products or Services to Customer which are reimbursable under





## AGILENT SERVICE TERMS

a federal healthcare program (such as Medicare or Medicaid), Agilent and Customer acknowledge that these Terms are intended to comply with the Anti-Kickback Statute and its related Discount Safe Harbor (42 C.F.R. 10001.952(h)). In order to enable Customer to meet its disclosure obligations that it may have under U.S. federal law, Agilent will provide Customer sufficient discount, rebate and other pricing information that may be relevant to enable Customer to accurately report its actual costs for such products and services. Customer acknowledges that Agilent has informed it that it must report any discounts or rebates that it may receive pursuant to these Terms for such products and services as may be required by applicable law. To the extent that Customer is required to make such reports, it will do so in the applicable manner prescribed by the Discount Safe Harbor and as otherwise required.

- f) Use, distribution or disclosure of Products by the U.S Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software-Restricted Rights).
- g) Disputes arising in connection with these Terms will be governed by the laws of the State of California.
- h) To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- i) These Terms and any Service Exhibits attached hereto constitute the entire agreement between Agilent and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply.



**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**CERTIFICATE OF VENDOR COMPLIANCE**

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer

**Vendor Name:** **AGILENT TECHNOLOGIES, INC.\***

**DBA/Trade Name:** **AGILENT TECHNOLOGIES, INC.\***

**Issue Date:** **12/14/2020**

**Status:** **Compliant**

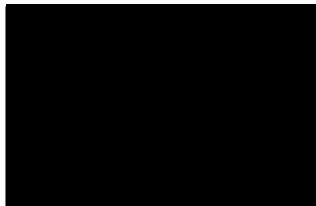
Hawaii Tax#:

New Hawaii Tax#:

FEIN/SSN#:

UI#:

DCCA FILE#:



**Status of Compliance for this Vendor on issue date:**

<b>Form</b>	<b>Department(s)</b>	<b>Status</b>
A-6	Hawaii Department of Taxation	Compliant
	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

**Status Legend:**

<b>Status</b>	<b>Description</b>
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information