



REQUEST FOR PROPOSAL NO. 202122-14

**CITY OF MADERA
WASTEWATER TREATMENT PLANT
ODOR CONTROL TOWER**

Date Released: Friday, April 8, 2022

Proposals are due Monday, May 9, 2022, prior to 5:00 PM

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**REQUEST FOR PROPOSAL
FOR
WWTP ODOR CONTROL TOWER**

The City hereby invites written formal proposals from qualified firms interested in providing a new odor control tower (OCT) for the City's wastewater treatment plant (WWTP).

I. GENERAL INFORMATION

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP). The City's Purchasing Division contact set out in RFP, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by the City's Purchasing Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on City's website at www.madera.gov/departments/purchasing/ under Bid Announcements and Results. Any interpretation of, or correction to this solicitation will be made only by addendum issued by the City's Purchasing Division. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any, and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

Schedule of Events: This Request for Proposal shall be governed by the following schedule:

RFP Release	Friday, April 8, 2022
Pre-proposal Meeting	Wednesday, April 20, 2022, 11:00 AM
Deadline for Written Questions	Friday, April 22, 2022, 5:00 PM
Response to Questions on Website	Wednesday, April 27, 2022
Proposals Due Date and Time	Monday, May 9, 2022, 5:00 PM
Award / Notice to Proceed	Monday May 16, 2022

**All dates are subject to change at the discretion of the City.

A. Inquiries

Any questions related to this RFP shall be submitted in writing using the form in Attachment D, *Bidder Question & Answer Form*, to the attention of Jennifer Stickman, Procurement Services Manager via email at jstickman@madera.gov no later than 5:00PM on Friday, April 22, 2022.

No oral question or inquiry about this RFP shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications must be submitted in writing per the process described above.

B. Pre-proposal Meeting

There will be a non-mandatory pre-proposal meeting at 11:00 AM on Wednesday, April 9, 2022, at the WWTP located at 13048 Road 21 ½, Madera, Ca.

C. Submittals

Proposals must be submitted via email only; no hard copies of your proposal will be accepted. It is required that you email your proposal to Jennifer Stickman, Procurement Services Manager at jstickman@madera.gov by 5:00PM on Monday, May 9, 2022. Proposals shall be sent with the subject line: “RFP No. 202122-14 WWTP Odor Control Tower” by the time and date specified above. **This entire package must be included with the proposal, along with acknowledgement of any issued addenda.**

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Proposer.

II. GENERAL INSTRUCTIONS AND PROVISIONS

- A. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing. The withdrawal of a proposal shall not prejudice the right of a Proposer to file a new proposal prior to the time and date set for the opening.
- B. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Proposer will be considered nonresponsive and rejected.
- C. Attention of Proposers is especially directed to the requirements which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful Proposer.

- D. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.
- E. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- F. The City reserves the right to seek supplementary information from any Proposer at any time after official proposal opening and before the award.
- G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at www.madera.gov/departments/purchasing/ under Bid Announcement and Results. It is the Proposer's responsibility to contact City's Purchasing Division prior to submitting a proposal to determine if any amendments were made to the RFP.
- H. This RFP does not commit the City of Madera to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Madera reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Proposer, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of Madera to do so. Furthermore, a contract award may not be made based solely on price.
- I. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- J. An award will be made as soon as reasonably practical after the opening of Proposals. Bid proposals shall remain valid for at least 180 days after the opening of bids. No bid proposal may be withdrawn after the bid opening.
- K. Contract shall be in the form of a City of Madera Purchase Order and attachments, which may include the Request for Proposal and response thereto which may be a part thereof as though fully set forth therein. The Purchase Order and Attachments will be very similar in content to Attachment F, *Sample Purchase Order with Standard Terms and Conditions*

for the Purchase of Goods, which is provided for information purposes only and to help clarify City intent relevant to this RFP.

- L. An award under this RFP will not be based solely on the price. If an award is made, it will go to the Proposer(s) with the best overall proposal who provides the Best Value to the City and its residents. The successful proposal will be competitively priced and provide for or exceed the minimum equipment specifications to meet the City's needs.
- M. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- N. Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the prospective hearing officer claims confidential treatment. The City will disclose public records as required under the California Public Records Act.
Each Proposer should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a prospective hearing officer submits, is a trade secret. If a request is made for information marked as "confidential" by the prospective hearing officer in their proposal, the City will provide the prospective hearing officer who submitted such information with reasonable notice to allow the firm to seek protection from disclosure by a court of competent jurisdiction.

III. SPECIFICATIONS

The City of Madera owns and operates a Wastewater Treatment Plant (WWTP). The WWTP is located at Avenue 13 and Road 21 ½. The design capacity is of about 7 MGD. The average monthly flow is about 5 MGD. The WWTP consists of headworks, three primary clarifiers, three oxidation ditches, and four secondary clarifiers. The primary and the secondary sludge are pumped to three digesters for stabilization. The stabilized sludge is dewatered by to centrifuge, and it is hauled out. The influent flow develops a high content of Hydrogen Sulfide (H₂S) – between 30 ppm and 100 ppm at the headworks. We are seeking a proposal for a bio scrubber to mitigate the unpleasant odor being caused by the H₂S destroying the concrete structure.

- A. Ability to remove H₂S between 30 ppm to 1000 ppm.
- B. The fan must have the air flow of 1000 scfm.

- C. The fan's motor must have the power of 480 V – 3 phases.
- D. The fan must be on the north side of the location of the tower, on the long side of the tower.
- E. The height of the tower must not exceed 12 ft.
- F. The shape: rectangular or cylindrical.
 - 1) If the tower is rectangular – the base must be 7 ft wide and 9 ft long. The long side is oriented to the North.
 - 2) If the tower is cylindrical – the base must be 7 ft in diameter.
- G. The diameter of the suction pipe must be 1 ft (12 inches).
- H. The vendor must install the anchors of tower on the concrete base of the tower.
- I. The vendor must install the electrical panel on the concrete.
- J. The City will connect the power to the electrical panel; 480 V for the motor and 110 V for the control equipment.
- K. The City will connect the air duct to the fan.
- L. The vendor will provide the training manual and training to the personnel of the plant.
- M. The vendor will perform the startup of the OCT.
- N. At the halfway point of the warranty term, the vendor will perform an onsite visit and will perform a complete verification and the maintenance of the OCT.
- O. At the end of the warranty term, but before the warranty term expires, the vendor will perform an onsite visit and will perform a complete verification and maintenance of the OCT.

Specifications referred to above are minimum and any variances should be described in detail. The explanations can be included on a separate sheet indicating the proposed variance and which items in the specifications listed above are being referenced.

IV. FORM OF BIDS

Purchase price shall include total cost of the OCT including delivery, freight, sales tax and/or any other charges. The proposal submittal must include this entire package, along with acknowledgement of any issued addenda. In addition, proposer shall attach pictures of the OCT

and any additional information known about the OCT along with at least two client references who currently have the equipment in service.

FOR ITEMS DELIVERED TO CITY OF MADERA, SALES TAX IS 8.25%.

V. PROPOSAL EVALUATION

Evaluation Process

Proposals will be evaluated by a committee comprised of representatives from the WWTP. The committee may request an interview with the top-rated companies. A reference check may also be conducted. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

Each proposer will be scored on the following point system, with a maximum total of 50 points.

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Cost Proposal	20
3	Design Specifications	25
4	Client References	5
Total:		50

A. Completeness of Response (Pass/Fail)

- 1) Responses to this RFP must be complete. Responses that do not include this entire RFP packet, any additional Proposal content requirements identified within this RFP, and all subsequent addenda, and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration. Responses that are rated a Fail and are not considered will be discarded and the proposer will be notified via email 14 calendar days of contract award and/or the completion of the competitive process.

B. Proposal (20 points)

- 1) Provide a fee schedule/pricing information and complete Attachment B, Cost Proposal and Attachment C, Bid Proposal Authorization. Proposals shall include total cost of the OTC including delivery, freight, sales tax and/or any other charges and be valid for a minimum of 180 days following submission.
- 2) Provide written description of warranty and how warranty service is to be provided.
- 3) Provide written description of proposed staff training. Training must be provided on at least two (2) separate occasions to allow for all plant personnel to be trained during normal work hours.

C. Design Specifications (25 points)

- 1) Provide complete, detailed OCT specifications with clear photographs of proposed OCT.

D. References (5 points)

- 1) Using the form in Attachment E, provide at least two client references who currently have the proposed OCT in service. Must include the name, company/organization, phone number, and email address of the contact person.

ATTACHMENT A
VENDOR INFORMATION FORM
FOR

RFP No. 202122-14 WWTP Odor Control Tower

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON-PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: _____

City of Madera Business License Number: _____

(If none, you must obtain a City of Madera Business License upon award of contract)

City of Madera Business License Expiration Date: _____

**ATTACHMENT B
COST PROPOSAL
FOR**

RFP No. 202122-14 WWTP Odor Control Tower

Bidder hereby proposes to deliver to the City of Madera, Wastewater Plant, 13048 Road 21 ½, California, OCT in accordance with the published specifications for the following prices. Payment will be made in full within 30 days of delivery.

MANUFACTURER _____ MODEL: _____

PURCHASE PRICE \$ _____

SALES TAX (8.25%) \$ _____

DELIVERY* \$ _____

OTHER (SPECIFY) \$ _____

TOTAL PURCHASE PRICE: \$ _____

Approximate Delivery Date: _____

*FOB destination: City of Madera, Wastewater Treatment Plant, 13048 Road 21 ½, Madera, CA 93637.

ATTACHMENT C
COST PROPOSAL AUTHORIZATION
FOR

RFP No. 202122-14 WWTP Odor Control Tower

The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Request for Proposal. The City of Madera shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor’s agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date the Bid award.

Check one of the following:

- ☐ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.
- ☐ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
- ☐ The Vendor does not agree to extend pricing, terms, and conditions in our Bid to any other agency.

DATE

COMPANY NAME

STREET ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

PERSON PREPARING BID

POSITION

EMAIL ADDRESS

SIGNATURE

ATTACHMENT D
BIDDER QUESTION & ANSWER FORM

Shaded portions of this form for City use only.

CITY OF MADERA RFP 202022-14 WWTP ODOR CONTROL TOWER	ATTENTION: Jennifer Stickman E-mail: jstickman@madera.gov Phone: (559) 661-5463
PRE-PROPOSAL MEETING: 11:00AM, WEDNESDAY, 04/20/2022	DATE RECEIVED: _____
DEADLINE FOR QUESTIONS: 5:00PM, FRIDAY, APRIL 4, 2022	QUESTION No.: _____
PROPOSALS DUE: 5:00PM, MONDAY, MAY 9, 2022.	
FROM: _____	DATE: _____
COMPANY: _____	PHONE No: _____
CONTACT PERSON: _____	E-MAIL: _____
QUESTION (One question per sheet):	
ANSWER:	
RESPONSE BY: _____	DATE: _____
ADDENDUM ISSUED: YES ____ NO ____	

Duplicate this form as necessary.

ATTACHMENT E
RFP REFERENCES FORM

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF GOOODS/SERVICES INCLUDED: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF GOODS/SERVICES INCLUDED: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF GOODS/SERVICES INCLUDED: _____

AGENCY/COMPANY: _____
CONTACT PERSON: _____
EMAIL ADDRESS: _____
PHONE NUMBER: _____
ADDRESS: _____
DATE SERVICES PROVIDED: _____
SUMMARY OF GOODS/SERVICES INCLUDED: _____

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL PURCHASES ARE SUBJECT TO THE FOLLOWING TERMS AND UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL PURCHASES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

- 1. Offer and Acceptance:** The Purchase Order is an offer by the City of Madera ("City") to enter into a contract; and any of the following acts constitute Supplier's acceptance of the Purchase Order and all terms and conditions stated therein: (a) Supplier's execution and delivery to City of Supplier's own acknowledgment form; (b) Supplier's delivery of any goods ordered; or (c) Supplier's acceptance of any payment from City.
- 2. Prices:** All prices shall be as stated in the Purchase Order and are firm and not subject to escalation. Supplier represents and warrants that the prices set forth in the Purchase Order are at least as low as those currently being quoted by Supplier to commercial or government users for the same goods, in like quantities, under similar circumstances.
- 3. Taxes:** This purchase is subject to all applicable California sales and use taxes.
- 4. 4. Terms of Payment:** Payment terms shall be net thirty (30) days from the date of receipt of invoice or acceptance of goods, whichever occurs last. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of goods by City, whichever occurs last. City may set off any amount owed by Supplier to City against any amount owed by City to Supplier under the Purchase Order. City shall endeavor to pay each invoice within thirty (30) days but shall not be responsible to Supplier for additional charges, interest, or penalties due to failure to pay within that period.
- 5. Quantities:** Supplier shall deliver the exact quantities specified in the Purchase Order. City reserves the right to reject incomplete deliveries and to return at Supplier's risk and expense excess quantities delivered.
- 6. Packaging and Shipment:** Goods shall be packaged, marked, and otherwise prepared for shipment by Supplier in suitable containers in accordance with sound commercial practices. Supplier shall include an itemized packing list with each shipment.
- 7. Delivery:** Time is of the essence in the performance of the Purchase Order. If delivery of goods cannot be made at the specified time, Supplier shall promptly notify City of the earliest possible date for delivery. Notwithstanding such notice, if Supplier, for any reason whatsoever, fails to deliver goods within the time specified, City may terminate the Purchase Order or any part thereof without liability except for goods previously delivered and accepted. City's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy City has under the Purchase Order or applicable law.
- 8. Title and Risk of Loss:** The Purchase Order shall specify an FOB ("freight on board") point, which shall be either the shipping point or the destination of the goods. If the Purchase Order specifies FOB destination, all shipping charges shall be prepaid by Supplier in full and included in the unit price. Supplier retains title to the goods and risk of loss until the goods have reached the designated destination. If the Purchase Order specifies FOB shipping point, Supplier shall prepay all shipping charges, route the goods on the least expensive common carrier in compliance with the required delivery date, and add shipping charges to the invoice as a separate line item. Buyer assumes title to the goods and risk of loss at the shipping point. No shipping charges will be allowed unless specified.
- 9. Inspection and Rejection:** Goods shall be received subject to City inspection, testing, approval, and acceptance at City premises notwithstanding any prior payment for such goods. Goods rejected by City as not conforming to the Purchase Order may be returned to Supplier at Supplier's risk and expense and shall not be replaced by Supplier without written authorization from City. Substitutions are not permitted except upon specific written authorization of City.

10. Warranties: In addition to any other express or implied warranties, Supplier warrants that all goods delivered under the Purchase Order will be new; suitable for the use intended; of the grade and quality specified; free from all defects in design, material, and workmanship; in conformance with all samples, drawings, descriptions, and specifications furnished by City; in compliance with all applicable federal, state, and local laws and regulations; and free of liens and encumbrances. These warranties shall not be deemed to exclude Supplier's standard warranties or other rights or warranties which City may have or obtain. At its expense and option, Supplier shall replace or repair any goods not conforming to the foregoing warranties. If, after notice, Supplier fails promptly to replace or repair any such goods, Supplier shall promptly refund to City the full purchase price paid by City for such goods.

11. Compliance with Laws: (a) Supplier shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans and orders in the performance of the Purchase Order.

(b) Supplier shall be in full compliance with any and all permit or licensing requirements in connection with the manufacture, sale, shipment and/or installation of the goods specified in the Purchase Order.

(c) If, in connection with the specified goods, Supplier is required to comply with the Occupational Safety and Health Act's hazardous communications standard, Supplier agrees to provide copies of the applicable Material Safety Data Sheets at the time of delivery of the goods.

12. Safety and Health Requirements: Goods supplied shall comply with all federal and state Occupational Safety and Health Administration requirements and with all California safety and health requirements.

13. Assignment: Supplier shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Order without City's prior written consent.

14. Waiver: Failure of City to enforce any provision of the Purchase Order shall not constitute a waiver or relinquishment by City of the right to such performance in the future nor of the right to enforce any other provision of the Purchase Order.

15. Severability: If any provision of the Purchase Order is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the particular provision held to be invalid.

16. Patents, Copyrights or Trademarks: Supplier shall hold harmless and fully indemnify City and its officers, employees and agents from all damages or claims for damages, costs or expenses in law or equity that may arise for any infringement of the patent right, copyright or trademark of any person as a consequence of the use by City or any of its officers, employees or agents, of goods supplied under this Purchase Order.

17. Change Orders: City shall have the right to revoke, amend, or modify the Purchase Order at any time by issuance of a written Change Order. No verbal revocations, amendments or modifications shall be held binding on City; and City is not required to compensate Supplier for goods not authorized by written Change Order. Supplier's receipt of City's written Change Order without response received by City within ten (10) days or Supplier's shipment or other performance reflecting the change, whichever occurs first, shall constitute Supplier's acceptance of the change without any price or other adjustment.

18. Breach of Contract: Should Supplier breach any of the provisions of the Purchase Order, City reserves the right to cancel the Purchase Order upon written notice to Supplier and obtain such goods from another source. If a greater price than that named in the Purchase Order is paid for such goods, the excess price shall be charged to and collected from the Supplier. City shall have any and all remedies provided under the Uniform Commercial Code in the event of a breach of contract by Supplier.

19. Governing Law; Public Records: The Purchase Order shall be governed by and construed in accordance with the laws of the State of California as interpreted by the California courts, and any

litigation arising out of the Purchase Order shall be conducted in the courts of the State of California. California law requires that the contents of the Purchase Order be open to inspection and copying by the public.

20. Work to be Completed on City Premises by Supplier: In the event that Supplier is required, as part of its fulfillment of the terms of the Purchase Order, to install goods or perform any other work on City premises, Supplier assumes entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury or alleged injury (including death) or damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of such work by Supplier.

21. Force Majeure: Neither party to the Purchase Order shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Purchase Order upon written notice after determining such delay or default will reasonably prevent successful performance of the Purchase Order.

22. Entire Agreement: The Purchase Order, which includes any and all additional documents incorporated therein by reference, sets forth the entire agreement between Supplier and City with respect to the purchase of the goods.

23. Indemnification: Vendor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Vendor's performance of its obligations under this agreement or out of the operations conducted by Vendor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this agreement, the Vendor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Additional or Inconsistent Terms: Any term or condition set forth in any acknowledgment form provided to City by Supplier which is in any way different from, inconsistent with, or in addition to the terms and conditions of the Purchase Order will not become a part of the Purchase Order nor be binding on City. If Supplier objects to any term or condition set forth therein, this objection must be in writing and received by City's Buyer identified on the Purchase Order prior to Supplier's delivery of product(s). Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.