

REQUEST FOR QUOTE
XENON PROCUREMENT
South Dakota Science and Technology Authority
April 27, 2017

The South Dakota Science and Technology Authority (SDSTA) is seeking quotes for the supply of xenon (Xe) for the Sanford Underground Research Facility in Lead, South Dakota.

This RFQ and any updates or notices will be posted publicly on the Sanford Lab website:

<http://www.sanfordlab.org/business>.

1.0 Background

The SDSTA is a quasi-governmental agency established by the State of South Dakota to operate and manage the Sanford Underground Research Facility (SURF) at the former Homestake Gold Mine in Lead, SD. This facility has been rehabilitated and developed to support a variety of scientific experiments, including physics, biology, geology, and others.

2.0 Scope

Vendor will supply Xe according to stated requirements:

2.1 Requirement

2.1.1 Xenon 99.999% or better purity totaling up to 300,000 liters

- Note: If you produce a lower quality of Xe (e.g. 99.995%) which is less expensive we would consider this as an additional alternative quotation.

2.1.2 Supplied in steel US Department of Transportation approved (DOT) 49 liter water volume cylinders with Compressed Gas Association (CGA) 580 valves or CGA 718 valves. DOT cylinders 50L and 47L are also acceptable.

2.1.3 Quantity of Xe in each cylinder is to be between 10,000 and 15,000 liters.

2.1.4 Xe will be delivered between November 1, 2018 and March 31, 2019, with an option to buy an additional 100,000 liters to be delivered between April 1, 2019 and August 1, 2019.

2.1.5 Xe can be shipped all at once or in appropriate quantities delivered according to a proposed and agreed upon schedule.

2.1.6 All cylinders are to be delivered to:

SLAC National Accelerator Laboratory
2575 Sand Hill Road
Menlo Park, CA 94025
ATTN: Andy Hau / Bldg. 620

2.1.7 All shipments require analytical certifications of purity, tare weight of empty cylinders, and weight of full cylinders.

3.0 Additional Requirements

3.1 Technical Requirements

SDSTA will provide the technical requirements, interfaces, and constraints required for this project. The Contractor will be required to coordinate closely with SDSTA to assure compatibility with the technical requirements.

3.2 Coordination

**REQUEST FOR QUOTE
XENON PROCUREMENT**

Vendor will coordinate delivery requirements with SDSTA and SLAC National Accelerator Laboratory.

4.0 Schedule

The activities noted in the Scope section above should commence following the award of the purchase order. The schedule for completion of this project is negotiable and flexible to accommodate the Vendor's availability. At the present time, the tentative schedule for the purchase is:

RFQ posted April 27, 2017
Quotes due May 3, 2017
Purchase Order Awarded By (Target) October 15, 2017

5.0 Quote Elements

The quote must contain the following:

5.1 Pricing

5.1.1 All prices must be firm USD for the total volume bid.

5.2 Quote the following: These volume brackets are designed to allow more than one successful supplier if necessary. Award can be made to one or more suppliers).

5.2.1 Xe Cost for each quantity below:

	99.999% Pure	Alternate (Specify purity:_____)
• 200,000 liters	\$_____	\$_____
• 100,000 liter option	\$_____	\$_____

5.2.2 Cost of the cylinder and valves:

- Cylinder with valve cost \$_____
- Cylinder return policy \$_____ (cost adjustment)

Please explain return policy:

5.2.3 Distribution costs for each quantity bid to deliver to SLAC:

<u>Domestic</u>	<u>200,000 liters</u>	<u>Optional 100,000 liters</u>
FOB – Destination	\$_____	\$_____
<u>International</u>	<u>200,000 liters</u>	<u>100,000 liters</u>
DAT – Oakland, CA	\$_____	\$_____
Other:	\$_____	\$_____

Please explain "Other" delivery options.

REQUEST FOR QUOTE XENON PROCUREMENT

5.3 Additional quote requirements

5.3.1 A typical analysis or standard certification needs to be supplied for 99.999% pure (Grade 5) or better Xe, as well as for alternative quotations of lower quality Xe.

5.3.2 A projected delivery schedule for each of the volumes bid

5.3.3 Manufacturer of the cylinders and valves you will supply

5.3.4 Density used for Xe gas in the bid

5.4 Note any exceptions to the RFQ or Purchase Order Terms and Conditions, attached as Exhibit A.

6.0 Requirements

6.1 Provide an electronic copy (.pdf format) of the quote to shemmingson@sanfordlab.org no later than 2:00 p.m. MT, May 3, 2017.

**South Dakota Science and Technology Authority
630 East Summit Street
Lead, South Dakota, 57754**

PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions will be included on the purchase order to the selected vendor(s).

I. PURCHASE ORDER AS AGREEMENT

This Purchase Order constitutes the SDSTA's acceptance of the quote from _____ dated _____ attached hereto as Exhibit B, to furnish the items or commodities specified in the Quote, but subject to the terms and conditions stated in this Purchase Order and the attachments, if any. Upon written acceptance by the Vendor, this Purchase Order and the attachments hereto shall constitute a legally-binding agreement between the SDSTA and the Vendor. The SDSTA agrees that the items or articles specified in the Quote are identical to those specified in the SDSTA's solicitation, or are acceptable on an "as equal" basis.

II. DELIVERY TIME AND PLACE

All deliveries are to be made to:
SLAC National Accelerator Laboratory
2575 Sand Hill Road
Menlo Park, CA 94025
ATTN: Andy Hau/Bldg. 620

Vendor will coordinate delivery requirements with SDSTA at least two weeks prior to shipment by emailing Sharon Hemmingson, shemmingson@sanfordlab.org.

III. INVOICES AND STATEMENTS

All delivery tickets, invoices and statements shall reference the number of this Purchase Order. Invoices must be submitted electronically to SDSTA at this address: ap@sanfordlab.org, by the 3rd of the month for payment to be made by the 20th of the month.

IV. SDSTA REPRESENTATIVE

The SDSTA Representative shall be responsible for providing SDSTA-supplied information and approvals in a timely manner to permit Vendor to fulfill its obligations pursuant to this Agreement. The SDSTA Representative shall also provide Vendor with prompt notice if it observes any failure on the part of the Vendor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the work provided for in this Agreement. Unless changed in writing by the SDSTA, the SDSTA Representative is Sharon Hemmingson (shemmingson@sanfordlab.org).

V. INSPECTION

Items or commodities purchased hereunder are subject to inspection and acceptance at the delivery point. The SDSTA reserves the right to reject and refuse acceptance of items or commodities which do not conform to the SDSTA's solicitation and related instructions, specifications, drawings and data, or with Vendor's warranty (expressed or implied). The Vendor shall be responsible for the SDSTA's reasonable

costs incurred in inspecting items or commodities which the SDSTA deems to be nonconforming. Items or commodities which are rejected will be returned to Vendor at Vendor's expense and Vendor agrees to accept the same. Payment for any item or commodity delivered pursuant to this Purchase Order shall not be deemed an acceptance thereof.

VI. WARRANTY

Vendor expressly warrants that all articles, assemblies, parts and materials furnished under this Purchase Order (a) will correspond with the description thereof contained in the Quote and with the additional specifications, if any, attached hereto and made a part hereof; (b) will be free from defects in labor, materials or fabrication; and (c) will be free and clear of all liens and encumbrances, Vendor hereby warranting to SDSTA good and merchantable title thereto. All of said warranties shall survive acceptance and shall run in favor of the SDSTA, its successors and assigns. Vendor shall carefully study and compare all manufacturers' numbers, quantities, descriptions and special instructions with its Quote and this Purchase Order, and will at once report to the SDSTA in writing any discrepancies, inconsistencies or omissions discovered by the Vendor.

SDSTA may reject any Product which does not meet the Specifications and no charge will be made for Product so rejected. Since SDSTA may obtain devices which have the capability of testing whether Product meets the Specifications, no claim of any kind with respect to the conformance of the Product to the foregoing Specifications, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the quantity of nonconforming Product in respect to which such claim is made. The foregoing constitutes SDSTA's exclusive remedy and Vendor's sole obligation with respect to any such claim.

VII. INDEMNITY

Vendor agrees to indemnify and hold the SDSTA harmless from and against all claims, damages and expenses that directly result from the negligence of Vendor related to Products provided by Vendor hereunder, not to exceed the purchase price paid for Product in respect to which such claim is made, and excluding such liability as may result from the negligence of SDSTA. SDSTA agrees to indemnify Vendor and hold Vendor harmless from and against all claims, damages and expenses that directly result from the negligence of SDSTA related to its activities under to the extent permitted by South Dakota law, excluding such liability as may result from the negligence of Vendor. Vendor will not be liable for any incidental, consequential, indirect, special or exemplary damages (including lost profits, sales or other similar damages) arising in connection with this Agreement without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, strict liability, equity or any other theory of law) on which such damages are based.

VIII. COMPLIANCE WITH LAWS

Vendor warrants compliance with all federal, state and local laws and regulations of all governmental and trade authorities, agencies or commissions concerning the manufacture, sale, pricing and labeling of the merchandise purchased hereunder.

IX. TERMINATION

SDSTA may at any time terminate this Purchase Order in whole or in part for the convenience of SDSTA or for cause, by written or electronic notice, or verbal notice confirmed in writing, and thereupon the SDSTA shall be entitled to recover all deposits and advances made. Upon termination for the convenience of the SDSTA, the SDSTA shall pay the Vendor's reasonable expenses incurred in connection with this

Purchase Order, including a commercially-reasonable restocking fee, if applicable. If, however, termination is occasioned by Vendor's breach of any condition hereof, including breach of warranty, or by Vendor's delay, Vendor shall not be entitled to any such payment, and the SDSTA shall have against Vendor all remedies provided by law and equity.

X. TITLE AND RISK OF LOSS

The risk of loss shall remain with the Vendor until upon completion of Vendor's obligations with respect to delivery or installation, as required, at which time title and the risk of loss shall be deemed transferred to the SDSTA.

XI. NOTICES

Questions concerning shipping dates, pricing structures, invoices, and technical questions and notices which may be or are required to be given under this Purchase Order must be given writing to the contacts listed below. The failure to return calls, faxes or emails in a timely manner shall constitute a breach of this Purchase Order.

XII. NON-DISCRIMINATION STATEMENT - DEBARMENT

The SDSTA requires that all contractors, vendors, and suppliers employing fifteen or more persons and doing business with the SDSTA provide a statement of non-discrimination. By submitting the attached Vendor's Quote, the Vendor certifies they do not discriminate in its employment practices with regard to race, religion, age, sex, national origin or disability. By executing this Purchase Order, the Vendor certifies that it is not ineligible, debarred or suspended from participating in agreements involving the expenditure of federal funds and that it is eligible to participate in federally-funded contracts. Vendor further agrees that Vendor will not employ, hire, contract with or engage any designer, consultants, subconsultants, contractors, subcontractors or other person to perform work in connection with this Purchase Order which is ineligible, debarred or suspended from participating in such agreements.

XIII. MISCELLANEOUS

This Purchase Order and the attachments specifically referred to herein constitute the entire agreement of the parties concerning its subject matter. The terms of this Purchase Order may only be amended by a written document, executed with the same formalities as this Purchase Order. Time is of the essence in the performance of the covenants, terms and conditions of this Purchase Order. If the Vendor attempts to alter these terms and conditions or substitute any terms and conditions of its own that are contrary, its Quote will be considered unresponsive. The terms of this Purchase Order are to be construed under and governed by the laws of South Dakota. Any lawsuit arising out of or related to this Purchase Order must be brought in the state courts of South Dakota.