

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AGILENT TECHNOLOGIES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2021, between the City of Glendale, an Arizona municipal corporation (the "City"), and Agilent Technologies, Inc., a(n) Delaware Corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On January 17, 2020 under S.A.V.E Cooperative Purchasing Agreement, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the Gas Chromatograph Mass Spectrometer ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was January 17, 2020, until the date the contract expires on January 16, 2025 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond January 16, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 16, 2025. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew

this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Two Hundred Thousand dollars (\$200,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Julie Ossege
7070 W. Northern Avenue
Glendale, AZ 85303
And

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By:

Kevin R. Phelps
City Manager

"Contractor"

Agilent Technologies, Inc.,
a Delaware Corporation

By:

Abdel Messaoudi
Name: Abdel Messaoudi
Title: Authorized Representative

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
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THE CITY OF GLENDALE, ARIZONA
AND
AGILENT TECHNOLOGIES, INC.**

EXHIBIT A

(Gas Chromatograph Mass Spectrometer, City of Tempe Contract No. WUD20-049-01)

**LINKING AGREEMENT
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THE CITY OF GLENDALE, ARIZONA
AND
AGILENT TECHNOLOGIES, INC**

**EXHIBIT B
Scope of Work**

PROJECT

Contractor will provide a Gas Chromatograph Mass Spectrometer with Purge and Trap Concentrator, installation, training and CrossLab Silver extended warranty per the Scope of Work set forth in the City of Tempe Contract No. WUD20-049-01.

Contract Award Notice

Internal Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: WUD20-049-01
Description: Gas Chromatograph Mass Spectrometer

Abdel Messaoudi LSCABIDS@agilent.com
Agilent Technologies, Inc.
2850 Centerville Road
Wilmington, DE 19808

Award Period
Beginning: 01/17/2020
Ending: 01/16/2025
Potential Renewals 0

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor's document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements.

Invoices are to be sent directly to the requesting department.

Award Information

Line Item	Description	Unit of Measure		Includes software & updates
1	GC/MS with Purge and Trap Concentrator <i>List each manufacturer and piece required to complete the machine separately with a total at the bottom.</i>	Each		\$149,447.05
2	Maintenance – to begin after the first-year warranty has expired. List all plan options (eg. Gold, Silver) and their individual price for each year 2 to 5. <i>See Questionnaire section 6 for details.</i>			
	Maintenance – BUNDLED 2 years paid in full in year 1		Bronze	\$12,211.20
	Maintenance – BUNDLED 3 years paid in full in year 1		Bronze	\$22,675.20
	Maintenance – BUNDLED 4 years paid in full in year 1		Bronze	\$33,139.20
	Maintenance – BUNDLED 5 years paid in full in year 1		Bronze	\$40,878.00
	Maintenance – BUNDLED 2 years paid in full in year 1		Silver	\$15,168.00
	Maintenance – BUNDLED 3 years paid in full in year 1		Silver	\$27,110.40
	Maintenance – BUNDLED 4 years paid in full in year 1		Silver	\$39,052.80
Maintenance – BUNDLED 5 years paid in full in year 1		Silver	\$47,808.00	

3	Onsite Training. List line item pricing. Include travel or any other expenses individually. <i>(Refer to the Special Terms and Conditions – section 21 for limitations on travel expenses.)</i>			included
4	Onsite Consulting - after instrument installation has been completed and after initial training has been completed. List line item pricing and travel or any other expenses individually. <i>(Refer to the Special Terms and Conditions – section 21 for limitations on travel expenses.) - Optional</i>			1 day - \$3,216.00 2 day - \$5,807.20 3 day - \$8,140.80 4 day - \$9,292.00
5	Trade In credit for *GC - Shimadzu Model# GC-17A, approximately 15 years old. · Tekmar Teledyne 3100 Purge and Trap sample Concentrator · Tekmar Teledyne AQUATek 70 Liquid Autosampler · MS – Shimadzu Model# QP5050 · (Turbo Pump currently not functioning)	Each		\$(26,554.28)
6	Parts and Supplies for GC/MS. Provide percentage discount off of manufacturer's catalog price. Website for manufacturer's pricing: _____			20% on first order after instrument purchase
	Optional Software Annual - for Mass Hunter (not planning to purchase this option)			\$1,128.00
	1x consumables to get product started			included



Procurement Officer



Michael Greene, C.P.M., CPPO
Procurement Administrator

All terms and conditions of this Award Document are per the City's Solicitation Document

THIS IS NOT A PURCHASE ORDER



REQUEST FOR PROPOSAL

RFP# 20-049

Gas Chromatograph/Mass Spectrometer (GC/MS), Purge and Trap Concentrator and Liquid Vial Auto-Sampler

RFP ISSUE DATE:

October 9, 2019

PRE-PROPOSAL CONFERENCE:

None

DEADLINE FOR INQUIRIES/QUESTIONS:

DATE: October 24, 2019 AT 5:00 P.M. LOCAL PHOENIX TIME

RFP DUE DATE AND TIME:

DATE: November 4, 2019, 3:00 P.M. LOCAL PHOENIX TIME

Commodity Code

019-19

ALL INQUIRIES MUST BE DIRECTED TO:

SHIREEN BOONE, CPPO, CPPB

EMAIL: Shireen_Boone@tempe.gov

PHONE: 480-350-8617

SUBMITTAL LOCATION: CITY OF TEMPE PROCUREMENT OFFICE
20 EAST SIXTH STREET, 2ND FLOOR
TEMPE, ARIZONA 85281

Table of Contents

General Instructions	3
Standard Terms and Conditions	8
Special Terms & Conditions and Instructions.....	17
Scope of Work.....	22
Proposal Questionnaire	31
Evaluation Criteria	38
Pricing Section	39
Vendor's Offer	42
Anti-Discrimination Policy	43
Checklist for Submittal.....	45
Submittal Guidelines.....	45
Package Label.....	47

General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer (Form 201-B).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for Vendor's Offer and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

- A. "City" means the municipal corporation of the City of Tempe, Arizona.
- B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.
- D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
- G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.
- I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.
6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third-party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.
8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.
10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
- B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City authorized personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City authorized personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

General Instructions

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract or Agreement for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an addendum approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
17. **Proposal Results:** After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/?sort=meet_date).
18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination/Installation to the City of Tempe per the location identified in the solicitation or purchase order.
20. **Tax:** Unless specified otherwise herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (\$0) expense when comparing pricing among competing companies that are not located in Tempe but with a physical location within the State of Arizona. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at salestax@tempe.gov
21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.
22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

General Instructions

25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.
26. **Late Responses:** The Offeror assumes responsibility for having the Proposal delivered on time at the place specified. All Offers received after the Solicitation Due Date and Time shall not be considered and will be returned unopened to the Offeror. The Offeror assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Tempe (with exception of Procurement staff) or any private courier. Offerors must allow adequate time to accommodate parking and accessing building in the event the Proposal is being hand delivered. All times referenced are Tempe, Phoenix local times. Respondents agree to accept the time stamp in the City Procurement Office as the official time.
27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.
28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract.
 - A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the proposal will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
 - B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*
 - C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
 - D. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

Standard Terms and Conditions

- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.
10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

Standard Terms and Conditions

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/business/purchasing/save> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.
- Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

Standard Terms and Conditions

- ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;
 - iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,
 - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
- B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
- i) Terminate the Contract;
 - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
 - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.
- C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
- D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
- E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.
18. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented

Standard Terms and Conditions

by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.
20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

Standard Terms and Conditions

- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:
- City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280
- [Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]
- Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.
26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more

Standard Terms and Conditions

advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

31. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

Standard Terms and Conditions

- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
- B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
- C. Is engaged in activities prohibited in the Order; or,
- E. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

- A. All workmanship shall be finest and first-class;
- B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and
- C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

Standard Terms and Conditions

44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for 120 days after the proposal due time and date.
3. **Contract Type:** Firm fixed price, Term, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one year thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Delivery:** Delivery is an important consideration and shall be considered a material factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Offeror must expressly state any variations in delivery time by item.
7. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed.
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accordance with the specifications stated in the Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with specifications stated in the Request for Proposal.
 - D. Revised pricing(s) will not become effective until revised list(s) are submitted under Contractor's cover letter identifying the applicable Request for Proposal and Contract agreement number. Contractor's cover letter and pricing list(s) must be dated, signed and submitted to:

Procurement Office
City of Tempe
P.O. Box 5002
20 E. 6th Street (Second Floor)
Tempe, AZ 85280
8. **Minimum Warranty Period:** All equipment supplied under this resultant Contract shall be fully guaranteed by the Contractor for a minimum period of twelve (12) months from the date of acceptance by the City. Any defects of design, workmanship, or materials, that would result in non-compliance with the Contract specifications, shall be fully corrected by the Contractor (including parts and labor) without cost to the City.
9. **Descriptive Literature:** Offeror shall provide the City with complete manufacturers' descriptive literature regarding the materials, equipment, or products proposed to be furnished under the Contract. Literature shall be provided in

Special Terms & Conditions and Instructions

sufficient detail so as to provide the City with full and fair evaluation of the proposal. Failure to include required information or insufficient information may result in the Offer being rejected.

10. **Current Products:** All Offers made in response to this Request for Proposal shall be in current and ongoing production shall have been formally announced for general marketing purposes shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause and will be reviewed on individual merits.
11. **Product Discontinuance:** The City may award Contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:
 - A. A formal announcement from the manufacturer that the product or model has been discontinued;
 - B. Documentation from the manufacturer that names the replacement product or model;
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
12. **Maintenance Service:** Contractor covenants and agrees to maintain the equipment set forth in the Request for Proposal, or alternatively, warrants that the equipment manufacturer will maintain the equipment acquired under the Contract in good working order and in accordance with the manufacturer's official published specifications and any other specifications set forth herein. Additional terms and conditions applicable to maintenance of the equipment may be specified in a separate maintenance agreement between the City and the Contractor or equipment manufacturer. In no event shall the provisions of such separate agreement supersede the provisions of the Contract.
13. **Installation and Training:** The Contractor shall install the equipment and provide training to City personnel to ensure proper operation and utilization. Necessary manuals shall be furnished in English to the City for each piece of equipment at no cost to the City.
14. **Training Statement:** Each proposal shall include a complete statement of the training that shall be provided by the Contractor for equipment supplied.
15. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Contract which occurs prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
16. **Insurance:**
 - A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In

Special Terms & Conditions and Instructions

addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

a. Commercial General Liability

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services

Special Terms & Conditions and Instructions

Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

- D. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
 - E. **Primary Coverage:** Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
 - F. **Claim Reporting:** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
 - G. **Waiver:** The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
 - H. **Deductible/Retention:** The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
 - I. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
 - J. **Copies of Policies:** The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
17. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
18. **Agreement Submittal:** Offeror is to furnish a copy with the proposal response of any agreement that will need to be signed during the contract term. Contractual considerations are an important evaluation factor and will be considered in making an award decision. Any proposed agreement should be tailored to the specific requirements of the City's Request for Proposal and overall conformity with the City's Request for Proposal requirements. The failure of an Offeror to reach an acceptable agreement to the satisfaction of the City will result in proposal rejection.
19. **Software License:** The Contractor grants to the City a non-assignable, non-transferable and non-exclusive license to use the proprietary computer programs and related materials (software) specifically identified in the appropriate schedule to this Contract. The City understands and acknowledges that the software contains confidential information and other data proprietary to Contractor. The City agrees not to disclose, proliferate or duplicate nor allow to be disclosed, proliferated or duplicated any such confidential information or data except for archive, diagnostic, backup or emergency restart purposes. However, if confidential proprietary information of the

Special Terms & Conditions and Instructions

Contractor, as determined by the City and the Contractor, is requested from the City pursuant to a public records request, subpoena or other process, Contractor shall be responsible for protecting its confidential information, shall be responsible for representing itself and the City with the City retaining the right to approve the selection of any attorneys hired to defend its interests, in any resulting legal actions and shall be responsible for any and all costs in so doing, including the payment of attorneys' fees, court costs and other expenses as may be required in protecting such information and in representing itself and the City.

20. **Sub-Contractor(s)**: The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.

21. **Travel and Expenses (if applicable)**:

All project expenses will be billed to the City at cost without markup. Copies of bills for expense are to be submitted with the invoice. The following is a list of allowable travel expenses.

a. Transportation

Air Transportation – coach class fares, minimum 14 days advance purchase unless otherwise agreed upon.

Car Rental – mid size car or smaller, hybrid or gas for rental (City assumes no liability regarding additional insurance costs or other optional services/equipment).

b. Lodging and Meals

Meals – three meals per day, at the current federal per diem rate for Maricopa County, Arizona. Current Federal rates can be found at the following web site: <http://www.gsa.gov/portal/category/21287>

Lodging – is not to exceed the current federal rate for Maricopa County, Arizona. Offerors are encouraged to stay in hotels located within the City of Tempe when practical. A listing of accommodation within Tempe can be found on the following web site: <http://www.tempecvb.com/resortshotels.asp>.

Scope of Work

INTENT: The City of Tempe Water Utilities Department, Water Quality Laboratory, is seeking to purchase one (1) instrument with a certified system unit comprising of a Gas Chromatograph/Mass Spectrometer (GC/MS), Lumin Purge and Trap concentrator, and AQUATEk LVA Liquid Vial Auto-Sampler. The unit shall be configured with Software that is the most current and latest version to Chemstation or equivalent, PC, and Monitor.

BRAND NAME OR EQUAL SPECIFICATIONS: When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purposes of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If an Offeror wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Offeror. The City reserves the right to reject responses that the City deems unacceptable for any reason.

BACKGROUND: The City of Tempe Water Quality Laboratory is an Arizona State Licensed laboratory through the Arizona Department of Health and Human Services. The Water Quality Laboratory performs compliance testing in support of the Clean Water Act for drinking water, ground water, surface water, storm and wastewaters. It is the City's priority to provide safe drinking water to the citizens of Tempe. The instrument will allow the Water Quality Laboratory to provide quality and reliable data to the City of Tempe, our industrial and residential customers, and State and Federal agencies.

PROCESS OVERVIEW: The City intends to analyze its drinking and waste water within the municipality for the presence of volatile organic compounds, using EPA approved methods 524.2 and 624.1. Other methods may include Methyl-isoborneol/Geosmin.

TRADE IN: The City of Tempe Water Quality Laboratory requests offers for trade-in allowance for the current GC/MS instrument:

- *GC - Shimadzu Model# GC-17A
- *Tekmar Teledyne 3100 Purge and Trap sample Concentrator
- *Tekmar Teledyne AQUATEk 70 Liquid Autosampler
- *MS – Shimadzu Model# QP5050
(Turbo Pump currently not functioning)

The City is requesting the option to trade-in the instrument described above. The City will evaluate the cost for the outright purchase and purchase with trade-in and determine the best value for the City. The City will determine if the trade-in offer is acceptable or if alternate methods of disposal will be utilized.

Scope of Work

The following are the preferred specifications for a GC/MS instrument with Purge and Trap Concentrator. Any exceptions to the stated specifications should be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing an instrument with the necessary components. The decision to accept or reject a substitution is at the sole discretion of the City of Tempe.

GAS CHROMATOGRAPH (GC):

Specification	Description
Retention Time Performance Peak	GC must have a specification published for retention time repeatability of <0.008 % or <0.0008 minutes.
Area Performance	GC must have a specification published for area repeatability of <0.5% RSD.
Ambient Temperature and Pressure Compensation	<ul style="list-style-type: none"> • The Gas Chromatograph must have ambient temperature and pressure compensation for all pneumatics for all inlets, detectors and auxiliary pneumatics. • Have on board sensors for temperature and pressure compensation. • Be able to display temperatures, pressures, and flow rates (Both the set point and actual).
GC Configuration	GC must be capable of supporting simultaneous installation and operation with a single quadrupole mass selective detector (MSD)
Touchscreen User interface on GC	<ul style="list-style-type: none"> • Touchscreen user interface must be user friendly and not require a stylus. • Must not require calibration upon GC installation nor anytime thereafter.
Temperature	<ul style="list-style-type: none"> • Control of 6 heated zones (2 inlets, 2 detectors, and 2 auxiliary) in addition to the GC oven. • Have independent temperature control for each zone (column oven, injectors, and detector).
Browser User Interface	<ul style="list-style-type: none"> • Run time programming. Clock time programming. • Power failure memory protection. • Built-in self-guided diagnostics and maintenance capabilities and comprehensive self-test. • Easy access to logs and complete user documentation

Scope of Work

Specification	Description
Diagnostics	<p>GC must be able to perform no less than 5 inlet diagnostic procedures without a need to cap-off septum purge or split vent lines:</p> <ul style="list-style-type: none"> • Leak and Restriction Test • Pressure Decay Test • Split Vent Restriction Test • Gas Supply Pressure Check • Septum Purge Flow Test
Early Maintenance Feedback (EMF) Counters	<ul style="list-style-type: none"> • EMF counters must be able to differentiate between injections on front and back inlets, and only increment counters associated with the configured injection flow path. • EMF counter, must be able to differentiate between injections onto columns for configured flowpath vs. overall oven cycle.
Inlets Column	<ul style="list-style-type: none"> • At least one inlet with ability to install another one without changing electronic board. • Have a chromatography column DB-624 or equivalent, 25m, 0.2mm ID, 1.12um film thickness and low bleed. • Incorporate features that allow for fast and easy routine maintenance of the injection port and chromatography column.
Inlet Modules Pressure Sensors	<ul style="list-style-type: none"> • Accuracy: $<\pm 2\%$ full scale. • Repeatability: $<\pm 0.05$ psi.
Inlet Modules Flow Sensors	<ul style="list-style-type: none"> • Accuracy: $<\pm 5\%$ depending on carrier gas. • Repeatability: $<\pm 0.35\%$ of setpoint.
Retention Time-Locking (RTL) Software	<p>The GC/MS data system must have an integrated retention time-locking module with the ability to eliminate retention time differences due to maintenance, detection system or physical location allowing any of the same GC/MS detection system to measure the same retention time for compounds of a specific method, not retention index.</p>

Scope of Work

Specification	Description
Factory Programmed Column Information Keys	<p>The GC must be able to read and provide information of multiple GC columns that have an optional associated key programmed at the factory contains GC column information and will track items including:</p> <ul style="list-style-type: none"> • Part and serial numbers. • # Injections/runs. • Time at/above temperature limits. • Production date. • Date initially installed. • Temperature limits of GC column.
Gas Clean Filter Sensor System	GC must be able to optionally provide for an automated gas filter system which has indicators that change color and can notify the user via GC that the filter needs to be replaced.
Split/Splitless Inlet	<ul style="list-style-type: none"> • Be able to function on either inlet. • With septum purge and electronic pneumatic control. • Incorporate both flow and pressure controls.
Literature	<ul style="list-style-type: none"> • Complete product literature and technical information included. • Computer based training module and system maintenance procedures must be provided.
NIST Library Bundle	Library with most current list of spectra of compounds and with over 130,000 entries
Application Consulting	On-site consulting for a minimum of 3 participants after instrument installation.
MSD (Mass Spectrometer Detector) with Data System (Software/PC/Monitor)	Includes Oil Free Pump and inert EI Source (Detector).

Scope of Work

Specification	Description
Data System	<ul style="list-style-type: none"> • Software upgrades should be included with service agreement. • Complete software package that controls the GC and MS. • Software must have Dynamic Data Exchange capabilities from GC/MS software so that user can create custom reports to be exported with MS Excel. • GC or PC keyboard changes should be automatically captured and stored as control deviation events both within the GC and PC data system • Software will permit the simultaneous display of the NIST chemical structures along with the acquired Mass spectra. Software to possess parametric retrieval of reference spectra through specification of molecular formula, molecular weight, CAS#. • Based on the Windows 10 or better operating system. • Capable of priority sampling without stopping an auto sequence. • Baseline integration can be performed whether manually or automatically for flexible analyte quantitation.
Column Nut	Includes self-tightening Inlet/Detector column nut. GC must be compatible with the self-tightening column nut.
Diagnostics	Include built-in self-diagnostics for instrument parameter status and error detection.
Warranty	<ul style="list-style-type: none"> • One-year warranty with unlimited parts and labor. • Delivery and Installation must be included. • To include software at installation and at least one-year phone assistance.
GC Evaluation	<ul style="list-style-type: none"> • Include a capillary Split/Splitless (S/SL) injector. • All GC pneumatics for inlets, detectors and auxiliary modules must have a pneumatics design based on microchannels that serves as a restrictor for pneumatic control instead of using a frit. • Has electronic programmable control on pressure/flow (up to 3 ramp), temperature and split ratios via microprocessor and via computer workstation. • Has a temperature range from 30°C to 400°C in 1°C increments. • Contains split/splitless straight ultra-inert liner for VOC analysis.

Scope of Work

Specification	Description
Oven	<ul style="list-style-type: none"> • Has an oven with a temperature range from ambient +4°C to 450°C. • Programable multi-ramp temperatures with multiple ramps and multiple levels of temperature. • The ramp rate must be in increments of 0.1°C/min. Can the GC accommodate 2 capillary chromatography columns. • The capability to cool from 300°C to 50°C in less than 4 minutes without cryogenics.
Data Files	Data files can be exported and are compatible with the Omega Laboratory's LIMS (Laboratory Information Management System).
Interface	<ul style="list-style-type: none"> • Must have GC/MS interface with the ability to control auxiliary temperature. • To provide best reproducibility, the EPC of both inlets should adjust for atmospheric pressure (which can be read in real time) and ambient temperature changes in real time to provide highest precision in analyte retention time. • Connect to the MSD with an interface that is temperature controlled between 100-350°.
Controls	All temperatures set points, pressure, flows must be controlled from both the GC keyboard and PC data system.

Scope of Work

MASS SPECTROMETER (MS):

Specification	Description
Detector Type	<ul style="list-style-type: none"> • The Mass Spectrometer's detector shall be quadrupole design and have a mass range of 10-1000amu in 0.1 steps with unit mass resolution throughout the mass range. The quad must be independently heated and controlled up to 200°C • Provide a minimum scan speed of 20,000 amu/second with 8 sampling rates. • Utilize ionization dwell times that are constant and equal over the entire run, irrespective of the amount of compound in the ion source, achieving reproducible quantitation for both trace and high-level compounds. • Sustain a mass stability of ± 0.15 amu over 12 hours. The faces of quadrupole must be permanently aligned, so as to never require realignment. • Incorporate a system to eliminate charged neutrals created in the ion source, minimizing background noise and enhancing sensitivity.
Accessibility to Mass Filter	The Mass Filter and Detector should be placed on the same plate as Ion Source for better accessibility.
Autotune	The system must be capable of performing an automatic tune with PFTBA. As well as, automatically tuning to DFTPP and BFB per EPA criteria without operator intervention and can pass BFB tune criteria on a daily basis with at least 80% of injections.
Trace Ion Detection (TID)	<ul style="list-style-type: none"> • Shall be able to reduce noise of the scanned MS data to improve the quality of mass spectrum. • Produce a 1:1500 signal to noise response for 1 picogram of Octafluoronaphthalene on splitless injection in the EI full scan mode with Trace Ion Detection (TID). • Mass Accuracy -1μL injection of 100 pg/μL OFN, Scanning from 50 to 300 u will give its monoisotope at m/z 272.987 \pm0.005. • Spectral Accuracy- 1μL injection of 100pg/μL OFN , Scanning from 50 to 300 u, spectral accuracy will be 99% or greater.
Gain Normalization Autotune	The Mass Spectrometer must have a Gain Normalized Autotune which optimizes the EM's (Electron Multiplier) gain to ensures the optimal balance between ion count, linearity and EM life expectancy.
Detection Limits	The equipment shall meet or exceed the specifications and/or detection limits provided in EPA Methods 524.2 and 624.1.
10 Year Value Guarantee	System (Purge and Trap, Autosampler and GC/MS) shall have a ten-year value guarantee such that vendor shall have ten years guaranteed parts and comprehensive service available or give residual value credit for replacement.
Ion Source	<ul style="list-style-type: none"> • Unit must be equipped with Electron Impact (EI) Ionization at 70eV. • Two filaments in the ion source with the ability to switch between filaments, using the software, without having to vent system. • Have an inert ion source Electron Impact (EI) at 70 eV as means of samples ionization to produce spectra that matches the NIST database. • Must be serviceable by user on-site, including complete disassembly, filament replacement and cleaning of individual source parts. • Temperature must be selectable and controlled(heated) between 100-350°C.

Scope of Work

Specification	Description
	<ul style="list-style-type: none"> • User selectable electron energy. • The mass spectrometer must use an ion source where the metallic parts are constructed from inert material. Stainless steel is NOT acceptable nor is coating the metallic parts with an inert material.
GC/MS Software	<ul style="list-style-type: none"> • Must include the ability to control data analysis, method automation, macro programming, reporting and system management utilities. The data analysis will include but not be limited to an integration and report package to process the data according to EPA quantitation guidelines. • The system shall be menu driven and controlled from a MS compatible mouse. The software should include diagnostic aid to troubleshoot and service the GC/MS data system.
Quadrupole	<ul style="list-style-type: none"> • The Quadrupole is to be independently heated and its temperature is to be user-selectable from 100 – 200°C. • Include an ion gauge to monitor pressure on the vacuum chamber.
Fast Venting	When Vent Cycle is started, GC recognizes and optimizes the column flow to cool down the MSD faster.
Warranty	<ul style="list-style-type: none"> • One-year warranty with unlimited parts and labor. • Delivery and installation included. • Application training module and system maintenance procedures. Guide must be provided. • Complete product literature and technical information in English included and a hard copy. • To include at least one-year phone assistance.
Vacuum Pump	<ul style="list-style-type: none"> • Have an oil-free high vacuum pumping system that consists of a 250 L/sec (or greater). • Have a turbo pump capable of accommodating column flows up to 4 ml/min of helium.
Configuration	<ul style="list-style-type: none"> • Same plate as the Ion Source for better accessibility. • Capable of simultaneously capturing full scan data and Selected Ion Monitoring (SIM) data in the same acquisition without compromise in analytical performance. • Use an automatic interrupt system to provide protection against damage due to excess pressure. • System must maintain vacuum integrity and cleanliness in case of power failure.

Scope of Work

PURGE AND TRAP CONCENTRATOR AND AUTOSAMPLER

1. The concentrator must have a "U"-shaped trap providing a more efficient desorption of the trap which improves chromatography and reduces carryover contamination.
2. The concentrator must have a temperature programmable moisture control system. The moisture control system must be able to minimize water interface without affecting recovery of analytes.
3. The concentrator must utilize a Mass Flow Controller (MFC) for programmable electronic flow control.
4. The concentrator must have an automated leak check capability.
5. The concentrator must have a photodiode-based foam sensor that is chemically isolated from the sample vapors.
6. The concentrator must have the ability to automatically add anti-foam solution to the sample when foam is detected.
7. The concentrator must have the ability to control the trap temperature during sample purge mode and dry-purge mode to improve moisture removal.
8. The concentrator must have inert coated tubing and inert-treated sample fittings throughout the sample pathway.
9. Purge & Trap Concentrator must be fully compatible with Autosampler. Autosampler can be controlled by the purge and trap concentrator.
10. The concentrator must come standard with Windows® 10 based software or better that controls the concentrator and autosampler.
11. The concentrator must come standard with software which is touch screen compatible.
12. Must have a pH Sensor for the autosampler.
13. Autosampler must include 5mL sample loop, >75 vial capacity, 2-way dosing standard valves, chiller tray, blank water reservoir, start-up kit, and software.
14. The concentrator must have the ability to have gas flow during the Standby mode to keep the sample pathway swept with inert gas.
15. The analytical trap must heat up at a rate no less than 850 degrees Celsius per minute.
16. The analytical trap must cool from 250°C to 40°C in 70 seconds or less.
17. Autosampler must have the ability to automatically transfer 5 or 25mL aliquots of water or wastewater samples from 40mL vial to 5 or 25mL purge vessel.
18. Autosampler must be able to perform self-test diagnostics for leaks, heater, and valve function.
19. Cables and software supplied to automatically link concentrator, vial autosampler, and GC/MS. Software for autosampler control and method sequencing should have the ability to track sequence progress and error logging.
20. Complete product literature and technical information must be provided.
21. One-year warranty with unlimited parts and labor, delivery and installation included and at least one-year phone assistance.

City of Tempe
P. O. Box 5002
20 East Sixth Street
Tempe, AZ 85280
www.tempe.gov



Internal Services Department
Procurement Division
November 19, 2019

Agilent Technologies, Inc.
Abdel Messaoudi
LSCABIDS@agilent.com
2850 Centerville Rd.
Wilmington, DE 19808

Subject: Invitation to Submit a FINAL Best and Final Offer to RFP #20-049 for Gas Chromatograph Mass Spectrometer

Mr. Messaoudi:

Thank you for submitting an offer to the above referenced RFP for a Gas Chromatograph Mass Spectrometer. In accordance with City procurement rules, your company is hereby invited to submit a second (anticipated final) best and final offer to RFP #20-049. This represents an opportunity to officially amend your original proposal and your first best and final offer in case there are any changes or corrections to the attached price sheet, or any other changes to your proposal that your company would like. At a minimum, please:

- 1) Review the attached price sheet to verify the pricing presented and understood by the City, to be made by your company for any and all items in your proposal. If no changes are needed, then check the appropriate box below and return this form to the email address provided below.
- 2) If you wish to make any other changes to your proposal or first best and final offer, please include such changes in your response to this letter.

Your response to this request will be considered as superseding any previous offers or discussions. In order to ensure your final best and final offer will be considered, it must be received by no later than **5:00 p.m. Phoenix Local Time on Thursday, December 12, 2019**, by email, return receipt requested, to Shireen_Boone@tempe.gov (note there is an underscore between the first and last name). If no notice is given for full proposal withdrawal and no changes are made by a response to this best and final offer request, then your previous proposal and first best and final offer will be construed as your final best and final offer. In any case, this document at a minimum, should be completed and returned to me to the email address listed above, in response to this final best and final offer request.

Select one of the following:

- Offeror is not submitting any revisions. Offeror understands that the original response and first best and final offer will be considered the very final offer.
- Offeror is submitting revisions, which are attached.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shireen F. Boone', with a stylized flourish at the end.

Shireen F. Boone, CPPB, CPPO
Procurement Officer

**BAFO 2 Pricing
GC/MS Purge & Trap Concentrator
20-049**

Agilent					
Line Item	Description	Unit	Unit of Measure		Includes software & updates
1	GC/MS with Purge and Trap Concentrator <i>List each manufacturer and piece required to complete the machine separately with a total at the bottom.</i>	1	Each		\$ 149,447.05
2A.	Maintenance – to begin after the first-year warranty has expired. List all plan options (eg. Gold, Silver) and their individual price for each year 2 to 5. See <i>Questionnaire section 6 for details.</i>				
	Year 2	1	Each	Bronze	\$ 11,874.00
	Year 3	1	Each	Bronze	\$ 12,258.00
	Year 4	1	Each	Bronze	\$ 12,870.00
	Year 5	1	Each	Bronze	\$ 13,514.00
2A1	Year 2	1	Each	Silver	\$ 13,323.00
	Year 3	1	Each	Silver	\$ 13,989.00
	Year 4	1	Each	Silver	\$ 14,688.00
	Year 5	1	Each	Silver	\$ 15,423.00
2B1	Maintenance – BUNDLED (optional) years 2 thru-5 (provide pricing for bundled option based on company's standard pricing structure). See <i>Questionnaire section 6 for details.</i>	—	Total 4 years	Bronze	See attached "RFP 20-049 Pricing Table Breakout"
2B2	Maintenance – BUNDLED (optional) years 2 thru-5 (provide pricing for bundled option based on company's standard pricing structure). See <i>Questionnaire section 6 for details.</i>	—	Total 4 years	Silver	See attached "RFP 20-049 Pricing Table Breakout"
					Silver pricing includes 1 year PM visits. Both Silver & Bronze include pumps.
3	Onsite Training. List line item pricing. Include travel or any other expenses individually. (<i>Refer to the Special Terms and Conditions – section 21 for limitations on travel expenses.</i>)	—	—		included
4	Onsite Consulting - after instrument installation has been completed and after initial training has been completed. List line item pricing and travel or any other expenses individually. (<i>Refer to the Special Terms and Conditions – section 21 for limitations on travel expenses.</i>) - <i>Optional</i>	—	—		See attached "RFP 20-049 Pricing Table Breakout" 7
					(do not anticipate needing additional consulting)
5	Trade In credit for *GC - Shimadzu Model# GC-17A, approximately 15 years old. <ul style="list-style-type: none"> • Tekmar Teledyne 3100 Purge and Trap sample Concentrator • Tekmar Teledyne AQUATek 70 Liquid Autosampler • MS – Shimadzu Model# QP5050 • (Turbo Pump currently not functioning) 	1	Each		\$ (26,554.28)
6	Parts and Supplies for GC/MS. Provide percentage discount off of manufacturer's catalog price. Website for manufacturer's pricing: _____				20% on first order after instrument purchase
7	Optional Software Annual - for Mass Hunter (do not plan to purchase this option)				\$ 1,128.00
8	Software renewals				\$ -
9	Installation				\$ -
10	Travel for PMs or other				\$ -
11	Initial set up of instrument consumables				\$ -
	Total				\$ 122,892.77

Tax not included

City of Tempe RFP# 20-049 Pricing Section Table Breakout

2B. Maintenance- BUNDLED - Multiyear Options (only valid for upfront purchase)

Partnumber	Option	Description	List Price (USD)	Discount (%)	Discount (\$)	Total (USD, excl tax)
CrossLab Bronze Options (parts, labor, travel for break/fix repairs)						
SYS-GM-5977T-X	8C2	CrossLab Bronze - 2yrs total	15,264.00	20.00	3,052.80	12,211.20
SYS-GM-5977T-X	8C3	CrossLab Bronze - 3yrs total	28,344.00	20.00	5,668.80	22,675.20
SYS-GM-5977T-X	8C4	CrossLab Bronze - 4yrs total	41,424.00	20.00	8,284.80	33,139.20
SYS-GM-5977T-X	8C5	CrossLab Bronze - 5yrs total	54,504.00	25.00	13,626.00	40,878.00
CrossLab Silver Options (parts, labor, travel for break/fix repairs AND annual PM Visit)						
SYS-GM-5977T-X	8R2	CrossLab Silver - 2yrs total	18,960.00	20.00	3,792.00	15,168.00
SYS-GM-5977T-X	8R3	CrossLab Silver - 3yrs total	33,888.00	20.00	6,777.60	27,110.40
SYS-GM-5977T-X	8R4	CrossLab Silver - 4yrs total	48,816.00	20.00	9,763.20	39,052.80
SYS-GM-5977T-X	8R5	CrossLab Silver - 5yrs total	63,744.00	25.00	15,936.00	47,808.00

4. Onsite Consulting - Single and Multi-Day Options

Partnumber	Option	Description	List Price (USD)	Discount (%)	Discount (\$)	Total (USD, excl tax)
H2149A	001	One Day On-site (Includes Travel)	4,020.00	20.00	804.00	3,216.00
H2149A	002	Two Day On-site (Includes Travel)	7,259.00	20.00	1,451.80	5,807.20
H2149A	003	Three Day On-site (Includes Travel)	10,176.00	20.00	2,035.20	8,140.80
H2149A	004	Four Day On-site (Includes Travel)	12,376.00	25.00	3,094.00	9,282.00

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit an original of this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name:	Agilent Technologies, Inc.		
Company Purchase Order Mailing Address:			
Street Address:	2850 Centerville Road.		
City, State, Zip:	Wilmington, DE 19808		
Contact Person:	Abdel Messaoudi	Phone Number:	302-636-1802
E-mail Address:	LSCABIDS@agilent.com	Cell Number:	412-580-1000
Remit to Information			
Company Name (as it appears on invoice):	Agilent Technologies, Inc		
Company Payment Remit to Address:			
Street Address:	4187 Collections Center Drive		
City, State, Zip:	Chicago, IL 60693		
Company Tax Information			
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	N/A		
Payment Options			
Will your company accept the City's Master Card for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected

Abdel Messaoudi
Signature of Authorized Offer
Abdel Messaoudi
Print or Type Name of Authorized Individual

10/31/2019
Date
Bids Response Specialist
Title of Authorized Individual

Anti-Discrimination Policy



“Return this Section with your Response”

COMPLIANCE WITH CITY’S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City’s antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City’s policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

- Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City’s policy;
- Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company’s antidiscrimination policy or the completed affidavit with offer submittal



AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Agilent Technologies, Inc. and its affiliated companies, including its subsidiaries (collectively, "Agilent") has been and will continue to be an equal opportunity employer. Agilent has established Affirmative Action Programs under EO 11246, Section 503 of the Rehabilitation Act, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974 ("VEVRAA").

To assure full implementation of this policy, we take steps to assure that:

- a. Agilent makes employment decisions based on valid job requirements. All individuals, regardless of personal characteristics, are encouraged to apply. Agilent recruits, hires, assigns, and promotes individuals without regard to, and will not discriminate on the basis of, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation.
- b. All other personnel actions such as compensation, benefits, transfers, layoffs and rehire following a layoff, access to training, education, tuition assistance and social recreation programs are administered without regard to protected characteristics.
- c. Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have: (1) filed a complaint; (2) assisted or participated in an investigation, compliance review hearing, or any other activity related to the administration of any federal, state, or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state, or local law requiring equal opportunity; or (4) exercised any other right protected by federal, state, or local law requiring equal opportunity.
- d. Agilent will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

I have appointed the U.S. HR Compliance Program Manager to assume the responsibilities of the EEO Coordinator for each of Agilent's Affirmative Action Plans. The EEO Coordinator is responsible for the day-to-day implementation and monitoring of specific Affirmative Action Plans. As part of that responsibility, the EEO Coordinator will periodically analyze Agilent's personnel actions and their effects to ensure compliance with our equal employment policy.

If you, as one of our employees or as an applicant for employment, have any questions about this policy or would like to view the narrative portions of the VEVRAA/Section 503 Affirmative Action Plans, please contact the U.S. HR Team by calling the U.S. HR Management Support Line during regular business hours at (719) 528-7538 (toll free 1-877-357-2554), option sequence i-4. This is also a reminder that employees may update their veteran and disability status at any time by accessing Agilent's internal employee portal.

Agilent is committed to our Affirmative Action and Equal Employment Opportunity program. I ask the continued assistance and support of all Agilent personnel to attain our objective of equal employment opportunity for all.

Sincerely,

Mike McMullen
President and Chief Executive Officer

Agilent Technologies Human Rights and Labor Policy

Agilent acknowledges and respects the fundamental principles contained in the Universal Declaration of Human Rights. Agilent's core values and culture reflect a commitment to ethical business practices and good corporate citizenship. Our policies and practices require Agilent to conduct our business with uncompromising integrity and to promote human rights within the company's sphere of influence.

Freely-chosen employment: Agilent supports the elimination of all forms of forced, bonded or involuntary prison labor.

No Child Labor: Agilent condemns all forms of exploitation of children. Agilent will not recruit child labor and supports the elimination of exploitive child labor.

Minimum Wages: Agilent will compensate our employees with wages and benefits that meet or exceed the legally required minimum.

Working Hours: Agilent will not require employees to work more than the maximum hours of daily labor set by local laws.

No Discrimination: Agilent supports and upholds the elimination of discriminatory practices with respect to employment, and promotes and embraces diversity in all aspects of its business operations. Our policies prohibit discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity, religion, disability, veteran status, national origin or any protected class.

No Harsh or Inhumane Treatment: Agilent prohibits physical abuse, harassment or the threat of either. Agilent will provide a safe and healthy working environment for all of its employees.

Freedom of Association: Agilent respects the rights of employees to organize in labor unions in accordance with local laws and established practice, if desired.

Ethical Business Conduct: Agilent's Standards of Business Conduct requires that business be conducted with honesty and reflects high ethical standards that are the basis for achieving our goals. The standards establish clear ethical guidelines for how we do business and establish accountability. All employees are expected to comply with these standards.

Agilent Technologies Supplier Environmental and Social Responsibility Code of Conduct: Agilent's suppliers are required to support and promote the fundamental human rights referenced in this document.

This policy is approved by Agilent's executive management and applies to Agilent operations worldwide.

Printed copies of this document are uncontrolled.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AGILENT TECHNOLOGIES, INC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation will be provided based on the pricing specified in Attachment A, Agilent Quotation No. 3718585.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$200,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See Attachment A - Agilent Quotation No. 3718585.

ATTACHMENT A



QUOTATION

Customer Contact:

City of Glendale
28101 N 63rd Ave
PHOENIX AZ 85083-7676
USA

Linda Andrews
thockett@glendaleaz.com
623 930 3897

Quotation Number: 3763861	Quotation Date: November 29 2021
Estimated Delivery Time: 6 Weeks	Quotation Expiry Date: January 28 2022
Incoterms: Delivered duty paid (DDP)	Payment Terms: Net 30 Days
	Currency: USD
Direct Inquiries to: Agilent Contact Name: James Striegel Agilent Contact Email: james.striegel@kprime.net Agilent Contact Telephone: 480-490-5073	

Agilent 8890-5977B with Tekmar Lumin P&T Sampler and 3 Year CrossLab Silver

Quotation Total	167.930,76 (USD)
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products | applications | software | services

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

Quotation Number:

3763861

Quotation Date:

November 29 2021

Product Details							
ID Product	Description	Qty	Unit List Price (USD)	Unit Discount (USD)	Unit Net Price (USD)	Extended Net Price (USD)	
Group 1 : 1) GC/MS Purge & Trap							
1	G3542A	8890 Mainframe MS Ready S/SL	1	25.548,00	10.776,15-	14.771,85	14.771,85
<p><i>With the following configuration:</i></p> <p>Ship-to Country : USA Installation (44K) Introduction (44L)</p> <p>Special discount of 42.18 % is applied.</p>							
2	G7363A	Lumin Purge and Trap Concentrator	1	33.391,00	12.277,87-	21.113,13	21.113,13
<p><i>With the following configuration:</i></p> <p>Ship-to Country : USA Installation (44K) Introduction (44L) Lumin PTC with Foam Sensor/Eliminator</p> <p>Special discount of 36.77 % is applied.</p>							
3	G8161A	AQUATEk LVA Liquid Autosampler	1	28.039,00	10.307,14-	17.731,86	17.731,86
<p><i>AQUATEk LVA Liquid Autosampler. Teledyne Tekmar AQUATEk LVA Liquid Vial Autosampler. Includes 5mL PEEK sample loop, 84 vial capacity, 2-way dosing standard valves, chiller tray, blank water reservoir, start up kit, and software.</i></p> <p><i>With the following configuration:</i></p> <p>Ship-to Country : USA Installation (44K) Introduction (44L)</p> <p>Special discount of 36.76 % is applied.</p>							
4	G8162A	pH Sensor for AQUATEk LVA	1	6.646,00	2.446,39-	4.199,61	4.199,61
<p><i>pH Sensor for AQUATEk LVA</i></p> <p>Special discount of 36.81 % is applied.</p>							
5	G7022B	Application kit (EPA524) for 5977 Extr.	1	4.255,00	1.691,36-	2.563,64	2.563,64
<p><i>GCMS Application kit for EPA method 524 (VOC) for 5977</i></p>							

Quotation Number:

3763861

Quotation Date:

November 29 2021

Extractor Ion Source.

With the following configuration:

Ship-to Country : USA	
Installation (44K)	1
Introduction (44L)	1

Special discount of 39.75 % is applied.

6	G7077BA	5977B Inert Plus MSD Turbo EI Bundle	1	90.873,00	35.803,96-	55.069,04	55.069,04
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5977B Inert Plus MSD Turbo EI Bundle with Extractor EI Source and Data System (Software, PC and Monitor), and additional G1710FA Data License.

With the following configuration:

Ship-to Country : USA	
Add ChemStation DA w/ MassH Fam	1
GC/MSD InertPlus EI for 8890 GC	1
Installation (44K)	
Introduction (44L)	
1 Year SW Update/Phone Assist (44W)	
Add Laser Printer	1
Substitute IDP3 Oil Free Scroll Pump	1

Special discount of 39.40 % is applied.

7	G1033C	NIST MS Library Bundle	1	6.536,00	2.632,70-	3.903,30	3.903,30
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Latest NIST MS Library Bundle includes over 350K EI spectra for over 300K compounds (40K increase) and GC Methods/Retention indices library (nist_ri) with 139K compounds

Special discount of 40.28 % is applied.

8	G3397B	Ion Gauge Controller kit for 5977	1	2.772,00	1.095,22-	1.676,78	1.676,78
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Ion Gauge Kit for 5977 MSD. For 5977 MSD only.

With the following configuration:

Ship-to Country : USA	
Installation (44K)	1

Special discount of 39.51 % is applied.

Quotation Number: 3763861

Quotation Date: November 29 2021

9	19199C	GC Installation kit with gas purifier	1	2.156,00	833,08-	1.322,92	1.322,92
<i>GC Installation kit with gas purifier</i>							
Special discount of 38.64 % is applied.							
Group Subtotal (USD)							122.352,13

10	H2149A	Method and Application Consulting	1	11.059,00	2.764,75-	8.294,25	8.294,25
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Method and Application Consulting On-site consulting for a maximum of 4 participants. Certificates and manuals not included.

With the following configuration:

Ship-to Country : USA

Three Day On-site (Includes Travel) 1

Special discount of 25.00 % is applied.

11	SYS-GM-5977T-E	GCMS 5977 Turbo System Enh Features	1	35.868,00	8.758,97-	27.109,03	27.109,03
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With the following configuration:

CrossLab Silver - 3yrs total 1

Promotion discount 7.00 %.

Special discount of 17.42 % is applied.

Total List Price (USD) 247.143,00

Total Discount (USD) 89.387,59-

Subtotal (USD) 157.755,41

Shipping and Handling (USD) 0,00

Total Tax (6,45%) 10.175,35

Quotation Total (USD) 167.930,76

Additional Information

Amount excludes any applicable taxes. Applicable taxes will be separately stated on the invoice at time of billing.

Quotation Number:

3763861

Quotation Date:

November 29 2021

Ordering Information

Ask about our attractive payment options and how we can help you acquire the latest innovations while minimizing the upfront costs. Contact your Agilent sales representative today or visit us online at www.agilent.com/en/technology/agilent-financial-solutions to learn why more and more labs are choosing these flexible payment plans and identify which works best for you.

To place an order: Visit <http://www.agilent.com/store> to place online orders using a purchase order or credit card and track your order status.

Product	Email	FAX
Consumables	cag_sales-NA@agilent.com	302-633-8901
Genomics	orders@agilent.com	512-321-3128
Pathology	customer.service@agilent.com	800-566-3256
Instruments	Lscainstrumentsales@agilent.com	302-633-8953

1-800-227-9770 Option 1

To place an order, we require:

- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to www.agilent.com/chem/exclusiveoffers

TO CHECK THE STATUS OF AN ORDER:

- 1) Visit <http://www.agilent.com/chem/supplies> to check the status of your order.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8 am and 8 pm Eastern time, in the U.S., Canada & Puerto Rico. You will need to know the purchase order or credit card number the order was placed on.

Legal Disclaimer

The sale of standard Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any LSCA Supplemental Terms or other applicable terms referenced herein. If any Products or Services are manufactured, configured or adapted to meet Customer's requirements, the sale of all Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale for Custom Products and any LSCA Supplemental Terms or other applicable terms referenced herein. A copy of Agilent's Terms of Sale, Agilent's Terms of Sale for Custom Products and the LSCA Supplemental Terms is either attached or has been previously provided to you. Please contact us if you require a copy of the terms. If you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will take precedence for those Products and Services. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Product and Service availability dates are estimated at the time of the quotation. Actual delivery dates 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

Quotation Number:

3763861

Quotation Date:

November 29 2021

Warranty for accessory and spare parts is 3 months, and for hardware products is 12 months.