

**AGREEMENT FOR
INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER**

City of Glendale Solicitation No. RFP 21-49

This Agreement for Inductively Coupled Plasma Mass Spectrometer ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Agilent Technologies, Inc., a Delaware corporation, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 2022.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 21-49 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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.

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g, a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$185,000, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including reasonable attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **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.

11. ~~**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.~~

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Agilent Technologies, Inc.
c/o Elaine Jones
2850 Centerville Road,
Wilmington, DE 19808

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Paul Evans
5850 W Glendale Ave
Glendale, Arizona 85301
623-930-2864

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Term.** The term of this Agreement commences upon the effective date and continues for a five (5)-year period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>
18. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- Exhibit A Project _____
- Exhibit B Compensation _____

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Agilent Technologies, Inc,
a Delaware corporation

Elaine Jones
By: Elaine Jones
Its: Bids Response Specialist

EXHIBIT A
INDUCTIVELY COUPLED PLASMA MASS SPETROMETER
PROJECT

The Contractor will provide a Inductively Coupled Plasma Mass Spectrometer along installation and training as described in the Scope of Work for RFP 21-49.



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 21-49
ONLINE BID NUMBER: 42100054
TITLE: INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER
PUBLISHED DATE: FEBRUARY 25, 2021

OFFER DUE: **MARCH 25, 2020, 2:00 PM Local Time**
Offer Submission Through Vendor Self-Service (VSS) Online Bid System.
<https://glendaleaz.munisselfservice.com/Vendors/default.aspx>
***NOTE:** This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.*

CONTACT: Anthony Weathersby, Contract Analyst
Procurement Division
623-930-2864
AWeathersby@glendaleaz.com

Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Vendor Self-Service - New and Existing Vendor Registration Guide
<https://www.glendaleaz.com/common/pages/DisplayFile.aspx?itemId=16718352Vendor>


	City of Glendale Solicitation Number: RFP 21-49 / 42100054 INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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Exhibit Package

- Exhibit 1: Special Notices
- Exhibit 2: RFP Terms and Conditions
- Exhibit 3: Insurance Requirements

Additional RFP Attachment


RFP Template Agreement

Fillable Forms

Response Workbook – To be completed by Offeror and submitted as their response.

- Cover Sheet
- Offer Sheet
- Required Responses

Fee Proposal Workbook – To be completed by Offeror and submitted as their response.

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1. INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposal from a qualified firm (Contractor) to provide the City’s Water Quality Laboratory with an Inductively Coupled Plasma Mass Spectrometer (ICP-MS), Autosampler and Necessary Control Software. This equipment will be integrated with the current Laboratory Information Management System and current in-house instrument systems.

2. OBJECTIVES

The primary purpose of this proposal is to acquire a new system that will be for the analysis of metals regulated under EPA Method 200.8. The system may be used for wastewater samples per EPA Method 200.8 after a suitable digestion. Any instrument package proposed must meet the performance requirements dictated in this method.

3. SCOPE OF WORK


The system addressed by this Request for Proposal will consist of an Inductively Coupled Plasma Mass Spectrometer (ICP-MS), Autosampler and Necessary Control Software.

Performance: The new system will preferably be compatible with the current in-house Laboratory Information Management System performing this analysis. As our facility moves towards reducing our environmental impact, reduction of power consumption has become more critical. We would like to see lower lab power consumption, system expandability, and a reduction in the demand on the air conditioning system in the lab. For the new instrumentation, see the specific requirements in subsequent sections of this bid.

Currency: As of the date of issuance of this proposal all items or components shall be of current manufacture and all components shall be currently offered and supported by the original equipment manufacturer.

Support: The vendor shall guarantee support including technical consultation, maintenance, replacement parts, and maintenance for all system components for a minimum of ten (10) years following the expiration of the original manufacturer’s warranty. The instrument will be fully operational within three (3) months from the receipt of the equipment. The vendor must also supply a minimum of 4 days of in-house training on the new instrument specified in point 17. “Operational” is defined as the instrument is running, able to meet specified parameters and the instrument operator trained and operating the instrument. Failure to comply with this requirement will result in contract invalidation and rejection of the equipment.

Support Response Time: The vendor shall provide same day phone support and on-site technical support within 48 hours of receipt of notice for service. Contractor is encouraged to demonstrate the steps to initiate service in their response.

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Separate Prices Required: Responses to this Request for Proposal must include separately priced options for each component:

- ICP-MS unit
- Autosampler
- Refrigerated Chiller
- Vacuum system (if not included in the ICP-MS price)
- Computer with CD burner, Software and associated accessories
- Interface (if needed)
- Training


Separate Responses Required: Vendors must respond to each of these specifications on a point by point basis.

4. INSTRUMENT REQUIREMENTS

- A. Must meet the following requirements:
 - 1.0 A maintenance free RF coil with a 27 MHz or 34 MHz solid state generator. The RF generator must have no moving parts other than cooling fans.
 - 2.0 A peristaltic pump with a minimum of 3 channels. Must be computer controlled and integrated within the ICP-MS system.
 - 3.0 The torch and injector must be quartz that can be easily removed and reinstalled with minimum downtime.
 - 4.0 A spray chamber enclosed in a Peltier cooler in order to reduce temperature fluctuations in the sample introduction portion of the ICP-MS and to enable higher transport efficiency with sample loading into the plasma or equivalent.
 - 5.0 All glass nebulizers must be upgradeable to a non-glass nebulizer, such as a DuraMist nebulizer.
 - 6.0 A maintenance free Ion Extraction Interface must enhance ion transmission and be located outside the vacuum for easy access.

Changing of cones must be performed while maintaining vacuum in the vacuum chamber.
 - 7.0 The vacuum system must have enough capacity to reach operating vacuum from atmosphere in less than 20 minutes.

In the event of a vacuum failure, the entire vacuum system must be automatically backfilled with inert gas to preserve the cleanliness of the system, use of a solenoid operated gate valve, etc.

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The vacuum system must include a vacuum isolation valve which closes as plasma is extinguished or with system faults.

The system must consist of a four-stage vacuum system consisting of a turbo molecular pump maintaining a chamber pressure at 1e-6(or lower) during operation and a mechanical roughing pump(s) which backs the turbo pump and evacuates the interface region.

8.0 The ion focusing system must allow for the complete separation of ions from photons and neutrons. The ion focusing system should be able to optimize the transmission of the mass of interest and reject other ions in order to keep the system cleaner. The ion focusing system must be low maintenance to minimize downtime and service calls.

9.0 Interference Removal Cell Requirements

In Standard Mode, the cell must be able to operate with no gas and no energy barrier for optimal signal-to-noise performance with no significant interferences.

Preferred but not required: In case of future updates or in-house process control needs, the cell has the capability of being upgraded to operate in Collision Mode or Reaction mode. The cell operating in the collision or reaction mode must be able to reduce and eliminate spectroscopic interferences.


10.0 Quadrupole Mass Spectrometer. The mass spectrometer can move to any mass to charge needed to measure the elements of interest under the control of the instrument software.

Mass range must be at least 6-238 AMU. This would allow the lab to detect Lithium (6.94 AMU) required under the UCMR 5 regulation, with the potential to expand our analytes to include Uranium 238.

Critical parts of quadrupole power supply must be temperature controlled in order to maintain stability of the quadrupole mass calibration and resolution.

11.0 Ion Detector Requirements – The ion detector must be a simultaneous dual stage discrete electron multiplier providing concentration calibration over 10 orders of magnitude dynamic range in a single scan using both analog and pulse ion counting modes and offer protection against overload in both pulse and analog modes.

The dual mode detector assembly must come standard with the instrument.

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12.0 The software must be capable of running in Windows 10 on a 64-bit operating system.

All analytical system operations from optimization to method development to calibration to analysis to reports must be able to be performed using a single software program.

The software must have functions for automated system startup, shutdown, optimization and instrument tuning for optimum performance. Must include a software package for control of the ICP-MS, mass spectrometer, autosampler, printer and CD burner. The system must completely control the ICP-MS including all detector settings, valve operations, etc.

The software system must support the following calibration curve fit modes for quantitative analysis: linear least squares, weighted linear least squares, and linear forced through zero least squares.

Software must include pre-set methods, method development wizards, alerts for routine maintenance, quantitative analysis including external calibration and isotope ratios.

Per EPA method requirements, the quadrupole must be able to be tuned on a minimum of 5 elements (Be, Co, In, Mg, Pb) providing a mass calibration report with all elements.

Per EPA method requirements, the time and date must be printed on each sheet of data generated by the system printer.

All analytical raw data must be retained and stored on the hard drive as well as being encrypted to prevent tampering, per EPA requirements, to support a complete data audit trail.

Online help to reference the instrument user manual.


Strongly prefer a hard copy of the software and hardware user manual instead of placing it exclusively as a pdf file to be printed.

Videos to assist with system use.

Capable of data reprocessing on stored data.

Results must be able to be transferred to a laboratory information management system (LIMS). The lab currently uses Promium element.

Computer control of cell gas or gases.

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Must include correction equations for the interferences in the software.

13.0 Autosampler:

Autosampler must consist of a computer-controlled, multi-purpose sampling station, which automates standard and sample introduction for instrument calibration and sample analysis (or equivalent). The requirements for the autosampler are as follows:

Must have automatic rinsing capability to permit continuous rinsing of the sampling capillary between samples, reducing the risk of carryover.

Must have 3 or 4 racks with a sample capacity holding 20 – 50ml sample vessels per rack.

Autosampler must be controlled by the instrument's software.

The sample probe assembly, including sample transport, must be corrosion resistant.

The autosampler must have a drive system that moves sampler arm to its programmed x-y-z coordinates with random access programming for flexibility in the placement of samples.

The autosampler must have a cover.

14.0 Refrigerated Chiller – Must meet the following requirements:

Must have an operating pressure of 413 +/- 14 kPa (60 +/- 2 psi).


Must have a coolant flow of at least 3.8 L/min.

15.0 Prefer a new HP LaserJet printer compatible with the instrument's software or the use of the existing printer - HP LaserJet P4014n - or an equivalent option.

16.0 The computer should be a Dell OptiPlex running Windows 10 or be an equivalent option. The computer should come with a mouse and a keyboard specific to the computer. The computer should have a memory of 8 GB or greater. The computer must have USB ports to accept zip drives for data retrieval into the laboratory information management system database. The computer must come with a CD burner.

17.0 At least 4 days of Onsite Training and Method Implementation with One or More Application Chemists.

18.0 Free virtual training, substituting for attending in class training, preferably for 3-5 days, in addition to the onsite training specified in point 17 above.

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19.0 Standard 1-year Warranty (Unlimited Onsite Repair Visits including Parts, Labor and Travel).

20.0 Open to a trade-in option of the Elan DRcE ICP-MS, except for the printer.

5. WARRANTY, TRAINING AND SET-UP

A warranty period of at least one year must be provided on all hardware, labor, travel and software. The warranty must include free telephone support for the system.

The manufacturer's technical representative must complete unpacking, set-up, component installation, and satisfactory standardization of the instrument on-site.

Following completion of the initial setup and installation, the vendor's technical representative must provide 32 hours of on-site, hands-on training and method development using the purchased system. This satisfies point 17. Training must be performed in Glendale's laboratory and must be completed prior to final acceptance.



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SPECTROMETER

CITY OF GLENDALE
Procurement Division
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Suite 317
Glendale, Arizona 85301

6. HOW WE CHOOSE

6.1 **SCORING RESPONSES:**

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 25% Experience, proven performance, and qualifications
- 20% Technical Support
- 25% Quality Metrics
- 30% Cost

6.2 TYPE OF AWARD: The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

6.3 LENGTH OF CONTRACT: The City will award for an initial one (1) year with four (4) additional one-year renewal options.

6.4 EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

6.5 PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

6.6 INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

6.7 ADDITIONAL INVESTIGATIONS: City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

6.8 BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

6.9 PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

6.10 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD: Information about the recommended award for this solicitation will be posted on the online at https://www.glendaleaz.com/your_government/city_finances/procurement/notice



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SPECTROMETER


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Suite 317
Glendale, Arizona 85301

of intent to award and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Contract Analyst immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. For information and instructions on how to file a protest, visit:

<https://www.glendaleaz.com/your-government/city-finances/procurement/procurement-policies>

- 6.11 WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City’s online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- 6.12 OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City’s online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- 6.13 COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City’s best interest to do so.
- 6.14 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Silent”), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for


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the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

6.15 PROPRIETARY INFORMATION Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror’s acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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7. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offeror's shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
COVER SHEET (Response Workbook) Offeror Name Offeror Address	
COMPLETED OFFER SHEET (Response Workbook)	
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (4 questions)	
2. TECHNICAL SUPPORT (6 questions)	
3. QUALITY METRICS (9 questions)	
4. COST (Must be submitted in a separate electronic file) (1 question)	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	
<ul style="list-style-type: none"> Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal. 	

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8. SUBMISSION REQUIREMENTS

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words “Proprietary Information.” Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offeror’s acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

EXHIBIT B
INDUCTIVELY COUPLED PLASMA MASS SPETROMETER
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is determined based on quote.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$185,000.

DETAILED PROJECT COMPENSATION

See attached quote. Additional dollars added for contingency.

Paul Evans
 Procurement
 City of Glendale
 28101 N 63rd Ave
 GLENDALE AZ 85083-7676

Quote No.	Create Date	Delivery Time	Page
3970450	05/25/2022	5 Weeks	1 of 6
Contact	Phone no.	Valid to	
Nick MacKenzie	480-848-5032	07/24/2022	
To place an order: Visit www.agilent.com/store to place online order 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			

F_Agilent 7850 ICP/MS System with SPS4 Sampler

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
1000	5185-5850	1.000 EA	756.00 USD	340.20-	415.80
	ICP-MS Checkout Solutions				
	Special discount of 45.00 % is applied.				
2000	CP17976	1.000 EA	727.00 USD	327.15-	399.85
	Gas Clean Carrier Gas filter kit (includes 1 connecting unit 1/8 and 2 Carrier Gas filters)				
	Special discount of 45.00 % is applied.				
3000	G3270-65035	1.000 EA	255.00 USD	114.75-	140.25
	Stainless steel tubing, 1/8in od, 6m. Used for For external cell gas line				
	Special discount of 45.00 % is applied.				
4000	G8414A	1.000 EA	6,972.00 USD	2,837.61-	4,134.39
	Recirculating Chiller for ICP-MS. Non-CFC water recirculator with temperature control.				
	With the following configuration:				
	Ship-to Country : USA				
	Installation (44K)				
	Introduction (44L)				
	Special discount of 40.70 % is applied.				

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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	
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Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
5000	G8415A	1.000 EA	13,905.32 USD	7,091.71-	6,813.61
	SPS 4 is a compact 4 rack autosampler, ideal for high throughput labs requiring the ultimate in performance without compromising bench space. With the following configuration: Integrated Cover Kit (002) : Selected Pumped Drain Kit (007) : Selected Ship-to Country : USA SPS 4 Integrated cover kit SPS 4 Pumped Drain Kit Installation (44K) Introduction (44L) Special discount of 51.00 % is applied.				
6000	G8422AA	1.000 EA	210,043.00 USD	113,423.22-	96,619.78
	Bundle package, Agilent 7850 (G8422A) ICP-MS, PC and MassHunter software With the following configuration: Ship-to Country : USA Installation (44K) Introduction (44L) 1 Year SW Update/Phone Assist (44W) Special discount of 54.00 % is applied.				
7000	5188-6524	1.000 EA	992.00 USD	446.40-	545.60
	PA tuning solution set,				



Quotation

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Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Special discount of 45.00 % is applied.					
8000	5188-6564	1.000 EA	186.00 USD	83.70-	102.30
ICP-MS stock tuning solution (100 mL). Contains 10 mg/L: Li, Y, Ce, Tl and Co in a matrix of 2 percent HNO3					
Special discount of 45.00 % is applied.					
9000	8710-1709	1.000 EA	39.80 USD	17.91-	21.89
Cutter, tube					
Special discount of 45.00 % is applied.					
11000	SYS-IM-7800	1.000 EA	86,376.00 USD	32,822.88-	53,553.12
ICPMS 7800/7850 System					
With the following configuration: Ship-to Country : USA					
CrossLab Silver - 5yrs total					
Promotion discount 9.00 %.					
Special discount of 29.00 % is applied.					



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Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
			Gross Amount	: \$	320,252.12
			Total Discount	: \$	157,505.53
			Net Amount	: \$	162,746.59
			Shipping & Handling	: \$	1,627.47
			Sales Tax	: \$	9,114.67
			Total	: \$	173,488.73

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

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TO CHECK THE STATUS OF AN ORDER:

- 1) Visit www.agilent.com/store 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.

TERMS AND CONDITIONS:

- Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
 - All Sales Tax is subject to change at the time of order.
 - Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
 - Payment Terms: Net 30 days from invoice date, subject to credit approval.
 - * Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.
 - * Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.
- Visit www.agilent.com/chem
- For Training course information and registration including e-Seminars, select [Education](#).
 - For Literature, Application notes, and other information, select [Library](#).
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It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.



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Agilent Payment Method: ACH
 Credit card accepted only at the time of order placement.
 Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.