

**AGREEMENT FOR
GAS CHROMATOGRAPH MASS SPECTROMETER
City of Glendale/Solicitation No. RFP 23-29**

This Agreement for Gas Chromatograph Mass Spec ("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 _____, 2023.

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 23-29 (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 \$197,871.00, 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 \$2,000,000 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 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 Centervill 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 Anne Shadle
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.

- 15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement 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.
- 15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

- 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

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

City of Glendale,
an Arizona municipal corporation

By: Kevin 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
GAS CHROMATOGRAPH MASS SPECTROMETER
PROJECT

Contractor to provide the City's Water Quality Laboratory with a Gas Chromatograph/Mass Spectrometer with a fully integrated Autosampler which performs Solid Phase Micro-Extraction (SPME) in both liquid and headspace. This equipment will be integrated with the current Laboratory Information Management System and current in-house instrument systems.



City of Glendale
Solicitation Number: RFP 23-29 / 42300039
GAS CHROMATOGRAPH MASS SPECTROMETER

CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

1. INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposal from a qualified firms (Contractor) to provide the City's Water Quality Laboratory with a Gas Chromatograph/Mass Spectrometer (GC/MS) with a fully integrated Autosampler which performs SPME (Solid Phase Micro-Extraction) in both liquid and headspace. 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 organic taste and odor compounds in finished water. 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 a Gas Chromatograph/Mass Spectrometer with a fully integrated Autosampler which performs SPME (Solid Phase Micro-Extraction) in both liquid and headspace.

- i. **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.
- ii. **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.
- iii. **Support:** The Contractor 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 Contractor shall guarantee the instrument will be fully operational* within three (3) months from the receipt of the equipment. The Contractor must also supply a minimum of four (4) days of in-house training on the new instrument.

*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.



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- iv. **Support Response Time:** The Contractor 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.
- v. **Separate Prices Required:** Responses to this Request for Proposal must include separately priced options for each component.
- vi. **Separate Responses Required:** Contractors must respond to each of these specifications on a point-by-point basis.

4. INSTRUMENT REQUIREMENTS

The following requirements for the Operating System, Autosampler and GC/MS are understood to accept equivalency.

- i. Operating System
Components: A Computer System designed to handle all the instrumentation required to acquire, perform, and report an analysis with the system offered. Contractor must provide the computer, printer and a large screen for the ease of the user.
- ii. Software: Designed to provide the following:
 - A. Acquisition software designed with integration of the Autosampler and GC/MS. A system which delivers fast and accurate results. Intuitive software that supports multiple applications. Can be customizable. Full control of the GC/MS tuning and calibration. Provide extracted chromatograms from a total ion chromatogram.
 - B. Autonomous diagnostics that check GC system health and alert the user to potential issues and how to solve them. Step-by-step instructions for common gas chromatograph maintenance and diagnostic procedures presented on the touch screen or remotely through the GC browser interface.
 - C. Quantitation Analysis Software designed to be used by any level of user. It must have a Spectral Library. Workflow templates for data review. Integrators which allow for minimization of manual integrations. Reporting templates. Data translation compatible with the current in-house Laboratory Information Management System
- iii. A single rail autosampler which enables multiple techniques for flexibility and automation. This autosampler must meet or be equivalent to the following requirements:
 - A. A fully integrated (with the GC/MS) sample preparation and introduction system that automates heating, chilling, mixing, preconcentration, derivatization, dilution, and other sample



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preparation steps. It must be able to change tools automatically within the same method and sequence. It also must perform Solid Phase Micro-Extraction (SPME) in both Liquid and Headspace without pausing GC operation. It must have an operating temperature range from 5 to 40 °C.

B. Requirements: Please address each of the following with the capabilities of the autosampler offered.

1. X-Axis rail: Able to perform multiple techniques for maximum versatility.
2. Vortex Mixer: Allows efficient mixing (up to 2000 rpm) for dilution/extraction sample preparation. Accommodates standard vial sizes (2 mL, 10 mL, and 20 mL).
3. Agitator: Incubates samples from 20 °C to 200 °C and agitates samples from 250 rpm to 750 rpm. Accommodates six 20 mL vials with optional adapters for 2 mL or 10 mL vials.
4. Peltier chiller: User configurable for storing 2 to 6 racks or plates under defined temperature conditions (4 °C to 40 °C). Accommodates any combination of multi-titer and deep well plates.
5. Tool change capabilities: Safely automates most sample preparation steps. Holds up to three tools with automated tool changing during operation.
6. Fully integrated intuitive software: Must fully integrate the GCMS system and software.
 - a. Parameters are saved within the normal analysis method.
 - b. Parameters are reported in Reports.
 - c. All sequencing modes of the platform are supported. The user can create sequences by sequence table or more efficient method.
 - d. Client server environment is fully supported.
 - e. Status User Interface (UI) which shows needed information. Set points of temperature zones are provided along with the actual. These let the user know how the system is performing. Simplifies the user's ability to change the standby temperature and tools on the system easily.
7. Able to perform Solid Phase Micro Extraction (SPME) injections, Liquid injections, and Headspace injections. In addition, detail the Accuracy and Precision of each type of injection.
 - a. Liquid injection: Fast liquid injection minimizes discrimination and supports syringe volumes from 1.2 µL up to 10,000 µL.



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- b. Headspace injection: Capabilities include temperature control from 40 °C to 150 °C with magnetic vial transport for 2 mL, 10 mL, and 20 mL vials. Available in 1 mL, 2.5 mL, and 5 mL syringes flushed with inert gas.
 - c. Solid Phase Micro-Extraction (SPME) injection: Reduces sample preparation time and eliminates the need for large volumes of extraction solvents, with a Fiber Conditioning Module.
- iv. A Gas Chromatograph/Mass Spectrometer (GC/MS) system which can fully integrate with the above addressed Autosampler. This GC/MS system must meet or exceed the following requirements:
- A. Chromatographic Performance:
 - 1. Retention Time Performance: GC must have a specification published for retention time repeatability of <0.0081 % or <0.00081 minutes (2 ng Tetradecane, using GC, Splitless inlet, injector).
 - 2. Peak Area Performance: GC must have a specification published for area repeatability. Preferred; <0.51% Relative Standard Deviation (2 ng Tetradecane, using GC, Splitless inlet, injector).
 - 3. Ambient temperature and pressure compensation: The Gas Chromatograph must have ambient temperature and pressure compensation for all pneumatics for all inlets, detectors, and auxiliary pneumatics.
 - B. GC System Capabilities:
 - 1. EPC microchannel design: All GC pneumatics for inlets, detectors and auxiliary modules must have a pneumatics design based on microchannels that serve as restrictors for pneumatic control instead of using a frit.
 - 2. Browser User Interface: A Browser Interface must provide access to all the following:
 - a. Connectivity to check status or run diagnostics from anywhere within the network
 - b. Built-in self-guided diagnostics and maintenance capabilities
 - c. Method and Sequence editing without the need for a data system
 - d. Easy access to logs and complete user documentation



City of Glendale
Solicitation Number: RFP 23-29 / 42300039
GAS CHROMATOGRAPH MASS SPECTROMETER

CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

3. Remote Access: Remote access must be available directly into GC, independent of any computer being used and must be available as Standard with the GC.
4. Diagnostics: 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:
 - a. Leak and Restriction Test
 - b. Pressure Decay Test
 - c. Split Vent Restriction Test
 - d. Gas Supply Pressure Check
 - e. Septum Purge Flow Test
5. Automated Self-Testing: GC must perform, automated self-monitoring of over 20 GC and autosampler parameters.
6. Early Maintenance Feedback (EMF) Counters: For EMF counters, the system must be able to differentiate between injections on front and back inlets, and only increment counters associated with the configured injection flow path.
7. Inlet Modules Pressure Sensors:
 - a. Accuracy: $<\pm 2.25\%$ full scale
 - b. Repeatability: $<\pm 0.052$ psi
 - c. Temperature coefficient: $<\pm 0.012$ psi/ $^{\circ}$ C
 - d. Drift: $<\pm 0.12$ psi/6 months
8. Inlet temperature setpoint increments: Must be able to set inlet temperature setpoints to 0.1 $^{\circ}$ C increments.
9. SSL/EPC Pressure Programming Rate: Split Splitless Electronic Pressure Control inlet capable to program either up or down at a rate of up to 1034 kpa/min or 150 psig/min and no additional accessory is needed.
10. Inlet maintenance SSL: Inlet sealing system is built in standard with each SSL inlet for quick, easy, injector liner changes in under 30 seconds.
11. Retention Time-Locking software: The GC/MS data system must have an integrated retention time-locking software module with the ability to eliminate retention time differences due to maintenance, detection system or physical location.

Helium Conservation: The GC system must provide Helium Conservation to provide cost savings in gas usage.



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- C. GC/MS System Capabilities
1. Helium (He) Electron Impact Sensitivity: SCAN mode must deliver sensitivity of >4900:1 S/N ratio using a 1 pg/ μ L octafluoronaphthalene (OFN), scanning from 50-300 u at nominal m/z 272 ion.
 2. Detector Type: The Mass Spectrometer's detector shall be a Triple-Axis high energy dynode, electron multiplier design, which places the detector doubly off-axis from the axis of the transmission quadrupole.
 3. Gain Normalization Autotune: The Mass Spectrometer must have a Gain Normalized Autotune which optimizes the EM's gain to ensures the optimal balance between ion count, linearity, and EM life expectancy.
 4. Inert ion source: The mass spectrometer must use an ion source where the metallic parts are constructed from inert material. Ion Source temp controllable from 105 – 345° C.
 5. Ion Source Cleaning: An ability to make ion source cleaning easier or reduce the need to do so.
 6. Monolithic quartz structure, hyperbolic form quadrupole: Mass Spectrometer must utilize a Quadrupole Mass Filter consisting of a monolithic quartz structure. The rods must have a true hyperbolic shape in keeping with quadrupole theory. The Quadrupole is to be independently heated, and its temperature is to be user-selectable from 105 – 195°C.
 7. Gold and titanium multilayer metalized hyperbolic electrode surfaces: The quadrupole is to have its electrode surfaces covered by titanium composite and gold thin and thick films.
 8. SIM Capacity and Speed: The mass spectrometer shall have the capability to create 100 SIM ion groups with up to 60 ions per group and speed down to 0.1 msec.
 9. High Performance Synchronous SIM/Scan: The mass spectrometer's electronics must have the efficiency to support synchronous SIM/Scan. Synchronous SIM/Scan is a mode of operation that enables collection of both SIM data and full scan data in the same acquisition cycle. SIM dwell times can be set in 1 msec increments from higher than 100 msec to as low as



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GAS CHROMATOGRAPH MASS SPECTROMETER

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1 msec dwell, allowing rapid analysis with more compounds and more samples.

10. Automated SIM setup: The mass spectrometer must have an automated SIM setup that can convert a full scan method to a SIM or SIM/Scan method. The software must automatically configure the number of SIM groups, SIM cycles across the peak, and the ions added to each group.
11. Fast venting: When an MS vent cycle is started, GC recognizes and optimizes the column flow to cool down the MSD faster. An oil-free dry scroll pump is preferred.

5. WARRANTY, TRAINING AND SET-UP

A warranty period of at least one year must be provided on all hardware, labor, 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. Any travel and necessary housing must be included in the total price of system.

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

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:

- 40% Adherence to the Technical Requirements
- 25% Experience, Proven Performance, and Qualifications
- 25% Technical Support
- 5% Cost
- 5% References

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 Offeror 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.

EXHIBIT B
GAS CHROMATOGRAPH MASS SPEC
COMPENSATION

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 \$197,871.00.

DETAILED PROJECT COMPENSATION

See below.

QUOTATION**Customer Contact:**

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

Anne Shadle
ashadle@glendaleaz.com
623-930-2864

Quotation Number: 4274798	Quotation Date: February 01 2023
Estimated Delivery Time: 4 Weeks	Quotation Expiry Date: April 02 2023
Incoterms: Delivered duty paid (DDP)	Payment Terms: Net 30 Days
	Currency: USD
Direct Inquiries to:	
Agilent Contact Name:	Nick MacKenzie
Agilent Contact Email:	nick.mackenzie@kprime.net
Agilent Contact Telephone:	480-848-5032

Agilent 8890-5977C with PAL3 RTC Sampler and SPME Accessory

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:

4274798

Quotation Date:

February 01 2023

Product Details

ID	Product	Description	Qty	Unit List Price (USD)	Unit Net Price (USD)	Extended Net Price (USD)
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1	G3540A	Agilent 8890 GC System Custom	1	39,079.00	21,493.45	21,493.45
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With the following configuration:

Ship-to Country : USA	
Qty He Cons Mod (303) : 1	
Country of Origin : United States	
Exhaust Deflector Assy	1
Factory plumbing For quick installation	1
Installation (44K)	1
8890 with USA Country of Origin	1
MSD Interface	1
Helium Conservation Module	1
INERT Cap S/SI inlet with EPC - 100psi	1

2	G7370B	PAL3 Series II RTC 120	1	98,183.00	54,000.65	54,000.65
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PAL3 Series II RTC 120

With the following configuration:

Mounting Hardware (201-207) : 8890/8860 Deck Mount (206)	
PAL3 SPME Arrow(323-325) : PAL3 SPME Arrow for 8890/8860	
Ship-to Country : USA	
Introduction (44L)	
Installation (44K)	
8890/8860 PAL3 Deck Mounting Hardware	1
PAL3 Agitator	1
PAL3 SPME Arrow for 8890/8860	1

3	5183-4703	Liner, direct, 2mm I.D., deactivated 5PK	1	156.00	85.80	85.80
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Liner, direct, 2mm I.D., deactivated 5PK

4	5183-4759	Septa Non-Stick Adv Green 11mm 50pk	1	104.00	57.20	57.20
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|Non-Stick Adv Green Inlt Septa 11mm 50pk Non-Stick Advanced

Quotation Number:

4274798

Quotation Date:

February 01 2023

Green Inlet Septa 11mm inlet septa; max temp 350c

5	5191-5861	SPME Arrow 1.1mm:DVB/Carbon WR/PDMS	1	2,043.00	1,123.65	1,123.65
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SPME Arrow 1.10mm: DVB/Carbon WR/PDMS (Divinylbenzene),

6	122-5532UI	DB-5MS Ultra Inert 30m, 0.25mm, 0.25um	1	807.00	443.85	443.85
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DB-5MS Ultra Inert 30m, 0.25mm, 0.25um

7	G7077CA	5977C Inert Plus MSD Turbo EI Bundle	1	103,848.00	57,116.40	57,116.40
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5977C Inert Plus MSD Turbo EI Bundle

With the following configuration:

Ship-to Country : USA

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

8	G1033C	NIST MS Library Bundle	1	7,380.00	4,059.00	4,059.00
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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

9	H2149A	Method and Application Consulting	1	15,716.00	11,158.36	11,158.36
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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:

Quotation Number:

4274798

Quotation Date:

February 01 2023

Ship-to Country : USA

Four Day On-site (Includes Travel)

1

10 19199M	Install Kit for GCs w/out Gas Purifiers	1	1,038.00	570.90	570.90
<i>Installation Kit for GCs w/out gas purifiers. Includes leak detection fluid, swage-type fittings, copper tubing, syringes, screw-drivers and wrenches.</i>					
11 CP17974	Gas Clean Filter Kit for Carrier Gas	1	445.00	244.75	244.75
<i>Gas Clean Filter Kit for Carrier Gas 1/8inch.</i>					
12 RMSN-2	Big Universal Trap, 1/8i fttgs, Nitrogen	1	449.00	246.95	246.95
13 G7380-60001	PAL3 SPME + SPME ARROW Condition Station	1	9,508.00	9,508.00	9,508.00

Total List Price (USD)	278,756.00
Total Discount (USD)	118,647.04-
Subtotal (USD)	160,108.96
Shipping (USD)	3,000.00
Total Tax (7,63%)	12,448.47
Quotation Total (USD)	175,557.43

Additional Information

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

Ordering Information

Quotation Number:

4274798

Quotation Date:

February 01 2023

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 #.

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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

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



City of Glendale
Solicitation Number: RFP 23-29 / 42300039
Gas Chromatograph Mass Spectrometer
PRICING WORKBOOK

CITY OF GLENDALE
Procurement Department
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1. PRICING

Contractor must complete the information below.

A. PRICE SCHEDULE

The following items will be used to determine the vendor who will earn full points on the cost section of the solicitation.

The city will pay any taxes due; do not include taxes in your pricing.

Item No.	Description	Price, tax excluded
1.	Operating System	\$ <u>4,059.00</u>
2.	Autosampler	\$ <u>64,632.30</u>
3.	Gas Chromatograph	\$ <u>23,115.90</u>
4.	Mass Spectrometer	\$ <u>57,116.40</u>
	Grand Total (items 1-4)	\$ 148,923.6

B. OPTIONS

Please list **all** options available along with the price of each. You may attach a price list instead of listing each item below, if you prefer. Please list your company name and the RFP number on the price list if submitted separately from this document.

Description	Price, tax excluded
Service Plan – 1 year, paid annually	\$ _____
Service Plan – 3 years, paid annually	\$ _____
Service Plan – 5 years, paid annually	\$ _____
<u>Agilent CrossLab Silver Agreement (includes parts, labor, travel for unlimited repair visits, as well as annual Preventative Maintenance service visit) - 1 Year Coverage after Warranty Expiration</u>	\$ <u>16,746.30</u>
<u>Agilent CrossLab Government/Academic Bronze Agreement (includes parts, labor and travel for unlimited repair visits) - 1 Year Coverage after Warranty Expiration</u>	\$ <u>10,994.00</u>
<u>Agilent CrossLab Silver Agreement (includes parts,</u>	\$ <u>29,771.20</u>



City of Glendale
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Gas Chromatograph Mass Spectrometer
PRICING WORKBOOK

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<u>labor, travel for unlimited repair visits, as well as annual Preventative Maintenance service visit) - 3 Years Coverage after Warranty Expiration</u>	
<u>Agilent CrossLab Government/Academic Bronze Agreement (includes parts, labor and travel for unlimited repair visits) - 3 Year Coverage after Warranty Expiration</u>	\$ <u>19,544.00</u>
<u>Agilent CrossLab Silver Agreement (includes parts, labor, travel for unlimited repair visits, as well as annual Preventative Maintenance service visit) - 5 Years Coverage after Warranty Expiration</u>	\$ <u>66,985.20</u>
<u>Agilent CrossLab Government/Academic Bronze Agreement (includes parts, labor and travel for unlimited repair visits) - 5 Year Coverage after Warranty Expiration</u>	\$ <u>43,974.00</u>
<u>Per Incident Preventative Maintenance Visit</u>	\$ <u>4,539.60</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____



City of Glendale
Solicitation Number: RFP 23-29 / 42300039
Gas Ghromatograph Mass Spectrometer
PRICING WORKBOOK

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Procurement Department
5850 West Glendale
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Glendale, Arizona 85301

2. DISCOUNT/PAYMENT TERMS:

The City standard is 2% 20 days

Comply: YES _____ NO X

If your answer is NO, please state terms offered: (NET 30 DAYS 0% Enter discount rate if payment in 20 days) %

- 3. PAYMENT** Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

OFFEROR NAME: Offeror must enter full Company Nam Agilent Technologies, Inc.