

**AGREEMENT FOR  
HIGH PERFORMANCE LIQUID CHROMATOGRAPHY (HPLC) AND EXTRACTOR**

This Agreement for the purchase of a HPLC and Extractor ("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 the State of Arizona, ("Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

**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**, (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; and
- 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 complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); 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 \$168,650, 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 warrants 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. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
  - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **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.
13. **Notices.**
  - 13.1 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.
  - 13.2 **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 Nick MacKenzie  
710 Bridgeport Avenue  
Shelton, CT 06484
    - 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 Julie Ossege  
7070 W. Northern Avenue  
Glendale, Arizona 85303  
(623) 930-4118

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.

14. **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.

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

15.1 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.

15.2 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.

- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**16. Term.**

- 16.1 Extensions. 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 three (3) years, 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 extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 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.

**17. 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.

**18. 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>

**19. 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

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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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: Authorized Representative

**EXHIBIT A**  
**HIGH PERFORMANCE LIQUID CHROMATOGRAPHY (HPLC) AND EXTRACTOR**  
**PROJECT**

Purchase of a High Performance Liquid Chromatograph (HPLC) and Extractor to be used in conjunction with the current Agilent Liquid Chromatography Tandem Mass Spectrometry instrument. This purchase includes a three year CrossLab Silver Maintenance plan. Refer to Attachment A for more details.



Agilent Technologies, Inc.  
5301 Stevens Creek Boulevard  
Santa Clara, California 95051  
United States

1 408-553-7528  
[www.agilent.com](http://www.agilent.com)

May 5, 2023

Linda Andrews  
Water Quality Lab Administrator  
Water Services  
City of Glendale  
28101 N 63<sup>rd</sup> Ave  
Glendale, AZ 85083

Dear Linda,

Agilent Technologies, Inc. is the sole manufacturer of Masshunter LC/MS/MS Software products. Masshunter is the only software platform supported for use with the 6400 series triple quadrupole LC/MS/MS instruments, including the 6470A and 6470B models. This support includes full control, data acquisition and analysis of acquired data.

The Agilent 1200, 1260, 1290, 1260II and 1290II High Performance Liquid Chromatographs are the only HPLC systems which are supported and compatible with the Masshunter LC/MS/MS Software Products described above. The current production HPLC models offered by Agilent include the 1260II and 1290II series systems. There are no other third party HPLC systems (either current or legacy) which are compatible with Masshunter LC/MS/MS Software Products.

Accordingly, the Agilent 1260II and 1290II HPLCs are the only current-production model HPLCs which are supported and compatible with your laboratory's existing 6470B LC/MS/MS system.

Agilent partners with Manufacturer's Representatives in various geographies to promote and solicit the sale of specific Agilent products/product lines. KPrime Technologies, Inc. ("KPrime") is one such authorized Manufacturer's Representative for Agilent. KPrime currently covers the state of Arizona, and is authorized to promote and solicit the sale of Agilent analytical instrumentation products as defined in their contract with Agilent.

KPrime, as of the date of this letter, is the exclusive Agilent-authorized organization with direct sales responsibility for the Agilent 1260II and 1290II HPLC instruments described above within the state of Arizona.

Please do not hesitate to reach out for further clarification if required.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie", with a long horizontal flourish extending to the right.

Julie Horner Buxton  
LC/MS Marketing Manager  
Mass Spectrometry Division  
Agilent Technologies, Inc.  
[julie.horner-buxton@agilent.com](mailto:julie.horner-buxton@agilent.com)

13351 Commerce Parkway  
Unit 1103  
Richmond, BC V6X 3M5  
Canada

## Sole Source Letter

To:

City of Glendale  
28101 N 63rd Ave  
Glendale, AZ 85083  
USA

PromoChrom confirms to the best of its knowledge that its product, SPE-03, is the only 8-Channel Automated Solid Phase Extraction system that can fully automate EPA Method 537.1/533/1633 and perform all extraction steps in parallel while meeting method background, recovery and repeatability requirements, by which results were proven at government, commercial and research laboratories.

PromoChrom is the only manufacturer and direct seller of the SPE-03 system in North America.

Name Ian Wan

Signature   
\_\_\_\_\_

Position General Manager

Date 10/13/2023

# ATTACHMENT A



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

## Quotation

Quote No.	Create Date	Delivery Time	Page
4621515	12/18/2023	7 Weeks	1 of 11
Contact		Phone no.	Valid to
Nick MacKenzie		480-848-5032	02/16/2024
To place an order: Visit <a href="http://www.agilent.com/store">www.agilent.com/store</a> 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			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
1000	5004-0006	1.000 EA	3,490.00 USD	1,919.50-	1,570.50
	InfinityLab PFC-free HPLC Conversion Kit				
			<b>Item Total</b>		<b>1,570.50</b>
	Special discount of 55.00 % is applied.				
2000	G1736AA	1.000 EA	4,987.00 USD	2,792.72-	2,194.28
	PFAS MRM DB for LC/TQ instruments. The database (DB) includes detection/analysis parameters for over 100 native and labeled PFAS analytes.				
	With the following configuration: Ship-to Country : USA				
			<b>Item Total</b>		<b>2,194.28</b>
	Special discount of 56.00 % is applied.				
3000	G7116B	1.000 EA	9,409.00 USD	5,269.04-	4,139.96
	1290 Infinity II Multicolumn Thermostat. Capacity up to 8 columns, temperature range 4 deg C. to 110 deg C. Includes				



# Quotation

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

Quote No.	Create Date	Delivery Time	Page
4621515	12/18/2023	7 Weeks	2 of 11
Contact		Phone no.	Valid to
Nick MacKenzie		480-848-5032	02/16/2024
<b>To place an order:</b> Visit <a href="http://www.agilent.com/store">www.agilent.com/store</a> 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			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	1.6uL Quick-Connect Heat Exchanger, Quick-Connect fitting and two Quick-Turn fittings. Valve drive optional.				
	With the following configuration: Ship-to Country : USA Valve drive for 1290 MCT Installation (44K)	1 EA	1,619.00 USD	906.64-	712.36
<b>Item Total</b>					<b>4,852.32</b>
Special discount of 56.00 % is applied.					
<b>4000</b>	<b>G7120A</b>	1.000 EA	<b>60,236.00 USD</b>	<b>33,732.16-</b>	<b>26,503.84</b>
	1290 Infinity II High Speed Pump. Power range 1300 bar and 5ml/min flow, binary high pressure mixing, lowest delay, highest precision and accuracy. Includes Active Seal Wash, Tool Kit, Solvent Cabinet, bottles and ISET.				
	With the following configuration: High speed UCT (033) : selected Select bundled column : Poroshell 120 EC-C18,2.1x50mm Delete ISET (895) : Delete ISET Manual DVD for 1220/1260/1290 : DVD included Ship-to Country : USA				
	Agilent Lab Advisor Advanced Software	1 EA	1,809.00 USD	1,013.04-	795.96
	Ultra Clean Tubing Kit	1 EA	266.00 USD	148.96-	117.04
	Poroshell 120 EC-C18, 2.1x50mm, 1.9um	1 EA	1.21 USD	0.68-	0.53
	Delete ISET	1 EA	2,908.00- USD	1,628.48	1,279.52-
	Installation (44K)				
<b>Item Total</b>					<b>26,137.85</b>



# Quotation

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

Quote No.	Create Date	Delivery Time	Page
4621515	12/18/2023	7 Weeks	3 of 11
Contact		Phone no.	Valid to
Nick MacKenzie		480-848-5032	02/16/2024
<b>To place an order:</b> Visit <a href="http://www.agilent.com/store">www.agilent.com/store</a> 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			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Special discount of 56.00 % is applied.					
<b>5000</b>	<b>G7167B</b>	1.000 EA	37,018.00 USD	20,730.08-	16,287.92
1290 Infinity Multisampler up to 1300 bar for well plates and individual sample containers. Includes 1 sample drawer, 2x 54-vial containers, a needle flush port, 40 uL metering device, 20 uL loop. (for Dual-needle instruments metering is 100 ul and loop size is 20 ul).					
With the following configuration:					
Type of SW license : MassHunter System Driver					
Add thermostat (101) : InfLab sample thermostat incl.					
Multi-wash option (112) : selected					
Ship-to Country : USA					
	Agilent InfinityLab Sample Thermostat	1 EA	6,578.00 USD	3,683.68-	2,894.32
	1290 Infinity Multi-wash option	1 EA	6,145.00 USD	3,441.20-	2,703.80
Installation (44K)					
<b>Item Total</b>					<b>21,886.04</b>
Special discount of 56.00 % is applied.					
<b>6000</b>	<b>H2149A</b>	1.000 EA			<b>0.00</b>
Method and Application Consulting On-site consulting for a maximum of 4 participants. Certificates and manuals not included.					
With the following configuration:					
Ship-to Country : USA					
	Four Day On-site (Includes Travel)	1 EA	15,716.00 USD	4,557.64-	11,158.36
<b>Item Total</b>					<b>11,158.36</b>



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Consumables	cag_sales-NA@agilent.com	302-633-8901	
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Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Special discount of 29.00 % is applied.					
7000	H5949A	3.000 EA	488.00 USD		1,464.00
	Supplemental Installation One Hour Labor for Chemical Analysis products. Labor only; no travel included. Requires installation - bundled, or as 44N or 44K.				
<b>Item Total</b>					<b>1,464.00</b>
8000	5043-1221	1.000 EA	244.00 USD	134.20-	109.80
	Waste can GL45, 6L + GL45 4 ports cap InfinityLab Waste can GL45, 6L + GL45 4 ports cap, includes one 6 liter Lab Waste can and one Stay Safe Cap GL45 4 ports for waste				
<b>Item Total</b>					<b>109.80</b>



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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			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Special discount of 55.00 % is applied.					
9000	5062-8100	1.000 EA	829.00 USD	455.95-	373.05
	InfinityLab PFC Delay Column, 4.6x30mm				
<b>Item Total</b>					<b>373.05</b>
Special discount of 55.00 % is applied.					
10000	5067-1603	1.000 EA	529.00 USD	290.95-	238.05
	In-Line Filter Assembly, with 2.1 x 0.2				
<b>Item Total</b>					<b>238.05</b>
Special discount of 55.00 % is applied.					
11000	821725-901	1.000 EA	686.00 USD	377.30-	308.70
	UHPLC Guard, Eclipse Plus C18, 2.1mm,				
<b>Item Total</b>					<b>308.70</b>
Special discount of 55.00 % is applied.					



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Consumables	cag_sales-NA@agilent.com	302-633-8901	
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Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
12000	959757-302	1.000 EA	852.00 USD	468.60-	383.40
	RRHD Eclipse Plus C18,3.0x50mm, 1.8um				
			<b>Item Total</b>		<b>383.40</b>
	Special discount of 55.00 % is applied.				
13000	959758-902	1.000 EA	888.00 USD	488.40-	399.60
	RRHD Eclipse Plus C18,2.1x100mm,1.8u				
			<b>Item Total</b>		<b>399.60</b>
	Special discount of 55.00 % is applied.				
14000	A2021150X030	1.000 EA	869.00 USD	477.95-	391.05
	Polaris 3 C18-Ether 150 x 3.0mm				
			<b>Item Total</b>		<b>391.05</b>
	Special discount of 55.00 % is applied.				



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Consumables	cag_sales-NA@agilent.com	302-633-8901	
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Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
15000	G4234C	1.000 EA	9,206.00 USD	5,155.36-	4,050.64
	6pos/14port valve head, 6-column selector 1300 bar				
	With the following configuration:				
	Kap kit QCHE G4231C (005) : selected				
	Ship-to Country : USA				
	Cap kit 0.12mm, 6-col, incl. QC-HE	1 EA	4,187.00 USD	2,344.72-	1,842.28
	Installation (44K)				
			<b>Item Total</b>		<b>5,892.92</b>
	Special discount of 56.00 % is applied.				
16000	NON AGILENT PROD	1.000 EA	61,627.00 USD		61,627.00
	PromoChrom SPE-3 System				
	Part No.: SPE-03				
	Includes MOD-004 automated sample bottle rinsing, MOD-005 minimal-Teflon option, 8 channel SPE-03, 24V power supply, touch screen stylus pen, solvent bottle adapters, sample bottle adapter tubing and user manual.				
	Part No.: MOD-00P				
	Volume-Matrix Plus configuration, includes sample bottle tilting racks, dual sample load/rinse lines, sample line hangers and additional multichannel valve.				
	Part No.: F-HC-30				
	High-capacity inline filter, pack of 50				
	Part No.: SC1-SPE03-3				
	3-Year Gold service contract- covers all repair parts, shipping and labor. It also includes shipping of the system back for factory repair if part replacement is not possible, during which a demo unit will be provided based on availability.				



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Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
<b>Item Total</b>					<b>61,627.00</b>
<p>Please note that above product PromoChrom SPE-3 System is not manufactured by Agilent Technologies which hereby disclaims any liability for the performance, quality, reliability or delivery of the items. The standard warranty, INCLUDING INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT, is to be supplied by manufacturer unless otherwise specified on the Agilent Technologies quotation.</p>					
17000	SYS-LC-1290II	1.000 EA			0.00
<p>Infinity II 1290 LC Base System</p> <p>With the following configuration:            Ship-to Country : USA</p>					
	CrossLab Silver - 3yrs total	1 EA	25,028.00 USD	9,010.08-	16,017.92
<b>Item Total</b>					<b>16,017.92</b>
<p>Promotion discount 7.00 %.            Special discount of 29.00 % is applied.</p>					



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Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
					Gross Amount : \$ 250,775.21
					Total Discount : \$ 95,770.37
					Net Amount : \$ 155,004.84
					Shipping & Handling : \$ 3,000.00
					Sales Tax : \$ 10,645.16
					<b>Total : \$ 168,650.00</b>

**EXHIBIT B**  
**HIGH PERFORMANCE LIQUID CHROMATOGRAPHY (HPLC) AND EXTRACTOR**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Contractor will be compensated for the delivery and installation of the HPLC and Extractor instrument.

**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 \$168,650.

**DETAILED PROJECT COMPENSATION**

HPLC - \$152,632.08 (includes, sales tax and shipping charges)

CrossLab Silver Maintenance - \$16,017.92.