



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

17

2. Council Meeting Date:
April 11, 2013

TO: MAYOR & COUNCIL

3. Date Prepared: March 26, 2013

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Gas Chromatograph Mass Spectrometer

6. RECOMMENDATION: Recommend award of Agreement #MU3-490-3198 for the purchase of a gas chromatograph mass spectrometer to Agilent Technologies, Inc. in an amount not to exceed \$135,121.16.

7. HISTORICAL BACKGROUND/DISCUSSION: Water Quality Laboratory staff will use the gas chromatograph mass spectrometer to measure volatile organic compounds in the City's drinking water. The use of the instrument will assist in optimizing the water treatment process and for monitoring compounds regulated by the Environmental Protection Agency under the Safe Drinking Water Act.

8. EVALUATION PROCESS: On January 23, 2013 the City issued a Request for Proposals (RFP) to vendors experienced in providing gas chromatograph equipment and installation services. Two vendors responded: Agilent Technologies, Inc. and Bruker Daltonics, Inc. An evaluation committee made up of members from Municipal Utilities and Purchasing evaluated the proposals in accordance with established City policies and procedures. Agilent Technologies, Inc. scored the most points based on the criteria in the RFP. The evaluation committee recommends the award be made to Agilent Technologies, Inc.

9. FINANCIAL IMPLICATIONS:

Costs: \$135,121.16
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
605.3820.6419.6WA650	Water Operating	Gas Chromatography	Yes	\$135,121.16

10. PROPOSED MOTION: Move to award Agreement #MU3-490-3198 for the purchase of a gas chromatograph mass spectrometer to Agilent Technologies, Inc. in an amount not to exceed \$135,121.16.

APPROVALS

11. Requesting Department



Lori McCallum, Water Quality Program Manager

12. Department Head



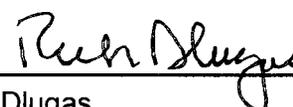
Dave Siegel, Municipal Utilities Director

13. Procurement Officer



Carolee Stees, CPPB

14. City Manager



Rich Dlugas

**CITY OF CHANDLER PURCHASE CONTRACT
GAS CHROMATOGRAPH MASS SPECTROMETER
AGREEMENT #MU3-490-3198**

THIS AGREEMENT is made and entered into this ____ day of March, 2013, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and AGILENT TECHNOLOGIES, INC, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATION AND OPERATION:

- 1.1. Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Water Quality Superintendent/designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. Ordering Process.** Upon award of a contract by the City, any designated department may procure the specific product, equipment or material awarded by the issuance of a Contract Purchase Order to the appropriate CONTRACTOR. Each Contract Purchase Order must cite the correct Chandler contract number.

2. GOODS AND MERCHANDISE TO BE PROVIDED: CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

- 2.1. Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

A formal announcement from the manufacturer that the product or model has been discontinued.

Documentation from the manufacturer that names the replacement product or model.

Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.
- 2.9. **Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.

3. **WARRANTIES:**

- 3.1. **Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 3.2. **Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:
 - 3.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 3.2.2. Fit for the intended purposes for which the materials are used;
 - 3.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 3.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 3.2.5. Conform to the written promises or affirmations of fact made by CONTRACTOR.
- 3.3. **Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.
- 3.4. **Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

- 3.5. Warranty.** All equipment and workmanship supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of one (1) year from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. Contractor shall also provide product enhancements, software upgrades or equipment upgrades that are required as a result of equipment performance during the first year.
- 4. ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification.
- 4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.
- 4.3. Delivery.** Delivery shall be made within (30) calendar days after receipt of a Contract Purchase Order (ARO).
- 5. PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed One Hundred Thirty-five Thousand One Hundred Twenty-one Dollars and Sixteen Cents (\$135,121.16) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 5.1. Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.

- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **Taxes:** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
6. **TERM:** The term of the Contract is one year (s), commencing on the date of acceptance by the City, unless sooner terminated in accordance with the provisions herein. The contract term is subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed six (6) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.
7. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like goods and materials from another source to secure significant cost savings or when timely delivery cannot be met by CONTRACTOR.
- 7.1. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
- 7.2. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

8. CITY'S CONTRACTUAL REMEDIES:

- 8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
- 8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On

delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. Right of Offset: CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. TERMINATION:

9.1 Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

9.2 Termination for Cause: City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

9.3. Termination for Misrepresentation. CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

9.4. Gratuities: CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

9.5. Suspension or Debarment: CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended

or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

- 9.6. **Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.7. **No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
10. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
11. **DISPUTE RESOLUTION:**
- 11.1 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 11.2 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 11.3 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or

omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY	In the case of the CONTRACTOR
Department: <u>Purchasing</u>	Firm Name: <u>Agilent Technologies, Inc.</u>
Contact: <u>Procurement Officer</u>	Contact: <u>Liz McCarthy</u>
Mailing Address: <u>PO Box 4008 MS 901</u>	Address: <u>2850 Centerville Road</u>
Physical Address: <u>175 S. Arizona Avenue</u>	City, State, Zip: <u>Wilmington, DE 19808</u>
City, State, Zip: <u>Chandler, AZ 85225</u>	Phone: <u>800-227-9770</u>
Phone: <u>480-782-2400</u>	FAX: <u>302-993-5941</u>
FAX: <u>480-782-2410</u>	

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **GENERAL TERMS:**

- 14.1. **Entire Agreement:** This Contract, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.2. **Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 14.5. **Conflict of Interest:**
- 14.5.1 **No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.
- 14.5.2 **Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf

of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

- 14.5.3 **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 14.6. **Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.7. **No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.
- 14.9. **Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of March, 2013.

FOR THE CITY OF CHANDLER

Mayor

FOR THE CONTRACTOR
By: _____
Signature

ATTEST:

City Clerk

SEAL ATTEST: If Corporation

Secretary

Approved as to form:

City Attorney

of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

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- 14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.
- 14.9. **Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of March, 2013.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

Mayor

By: Jeremy D. Tate 03-28-2013
Signature

ATTEST:

SEAL ATTEST: If Corporation

City Clerk

Secretary

Approved as to form:

City Attorney

EXHIBIT A TECHNICAL SPECIFICATIONS/SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, supplies, accessories, instrument components, autosampler vials, cables, hoses, gas lines, wiring, harnesses and all other items necessary to complete installation and required for initial operation that shall meet or exceed the specification set forth in EPA Method 524.2 and 524.3, 8260 and 624 per the following specifications:

PRODUCT SPECIFICATIONS

Instrument Detection Limits

- The instrument must be able to detect analytes of interest in scan mode at a level of 0.25 ug/L and analytes of interest in SIM mode at 2 ng/L. Purged volumes of 25 and 5 mLs will be used for Method Development in scan mode. The word "detect" is defined as the ability to establish the absence of a significant peak at the retention time of the target analytes.
- The Contractor shall demonstrate, after installation, and prior to acceptance, the system capability regarding the stated detection limits (i.e. a standard run at the laboratory's reporting level).

Detector – Mass Spectrometer

- The detector shall have the ability to pass BFB criteria outlined in EPA methods 524.2, 524.3, 8260, and 624. This criterion includes: stability, sensitivity, noise, linear dynamic range, reproducibility, accuracy, precision, and detection limits.
- The detector must be capable of obtaining at least 6 scans during each chromatographic peak, utilizing 70 eV (nominal) electron energy in the electron impact ionization mode.
- The detector must have an inert ion source for the turbomolecular pump system, triple axis detector for low signal to noise ratio and analyzer able to be heated to high temperatures.
- Includes Trace Ion detection and latest generation of Deconvolution Reporting Software.
- Synchronous SIM/Scan mode.
- Unit must be operated with a turbomolecular pump and an Ion Gauge Controller.

Gas Chromatograph

- Must be a Split/Splitless injection system and include the following; electronic pressure control, all applicable interfaces and appropriate column for the methodologies mentioned above.
- Capable of direct injections for daily BFB Tune acquisition and troubleshooting purposes.
- Oven must support 20 oven ramps with 21 plateaus for flexibility in method development.
- Helium will be used as a carrier gas.

Purge and Trap Concentrator

- Capable of using 25 or 5 mL purge.
- User friendly access to trap, moisture control area, spargers tube and valves for fast troubleshooting and maintenance.
- Automatic System Leak check.
- Rapid trap heating and cooling.
- Able to run and store several methods.
- Provide several levels of protection to prevent foaming samples from contaminating sample pathway, to avoid system flooding and system over pressurization.
- Capable of electronically monitoring pressure at every cycle stage.
- Able to abort a run or sequence immediately by use of a single button.
- Built in moisture control system able to remove and vent at least 96 % of water purged onto the trap; removal of water only during desorb state to avoid loss of specific analytes.

Auto Sampler

- Capable of keeping samples cool to meet requirements stated in EPA 524.3.

- Sample tray must be removable for refrigerated storage between sample batches, with additional sample trays available for purchase.
- Dual standard addition capability with two separate reservoirs. Each standard addition must be fully programmable at operator defined intervals and capable of being programmed separately.
- Stationary needle assembly to minimize X-Y-Z arm maintenance requirements.
- User friendly operation, maintenance and troubleshooting.

Data System

- Must include software application consisting of modules for configuration, sequencing, reporting, instrument control and data analysis.
- Must completely control the GC and MS. The software must allow complete control of all operating parameters.
- Must include the most updated NIST library with structures and must be capable of priority sampling without stopping an auto sequence.
- The system shall be capable of existing on a Windows compatible PC network and transferring files to and from other PCs on the network.
- The system must allow up to 1000 compounds to be individually calibrated with up to 20 levels; to include linear, piecewise, logarithmic, power, exponent and quadratic curve fits.
- The system must allow for manual integration of peaks.
- The system must provide percent, normalized percent, external standard, and internal standard methods all based on either height or area.
- It must also be capable of displaying multiple chromatographic signals in real time on the screen.
- The system must be capable of generating customized reports for either printing or for export to some other program for further data manipulation or calculation.
- Compatibility with environmental data processing including: evaluation of tuning criteria, integration of partially co-eluting peaks, ability to calculate peak tailing and symmetry,
- Manual integration and identification features and reporting formats for environmental samples.
- Capability of pre and post processing of data.
- Analysis of duplicates, replicates, quality control samples. Capable of flagging, tracking and charting data.
- Programming capability (manual or direct computer control) for all aspects of instrument operation including start-up, shutdown, warm-up, and autosampler.

TRAINING

Contractor shall provide onsite training that shall consist of five (5) full days (40 total hours) of installation and application training. Installation training shall be conducted by an Agilent service engineer and shall include two (2) full days of instrument familiarization and software familiarization. Application training shall be conducted by an Agilent applications chemist or consultant who is well versed in the purge and trap application and shall include three (3) full days of training for City staff. The application training shall consist of Chemstation training to set up, run and report the data according to the specified EPA method and confirming the satisfactory performance.

Contractor shall also provide additional training services to allow one (1) City staff member to attend an Agilent classroom training with laboratory at an Agilent training facility or onsite, if requested. The training can be tailored to meet the specific needs of Chandler's lab personnel.

MAINTENANCE AND SUPPORT

Contractor shall provide warranty for the entire system, gas chromatograph, mass spectrometer and purge and trap for one (1) year from the date of acceptance of installation by the City and includes any software updates during the warranty period. Beginning with Year 2, the equipment and software shall be maintained at the Agilent Advantage Silver Service Plan.

**EXHIBIT B
PRICING**

ITEM	TOTAL COST	BID
1. Gas Chromatograph – Product #G3442B	\$13,612.30	
Purge/trap supplies – Product #5182-0845	\$96.94	
Purge/trap supplies – Product #5190-2232	\$82.88	
Purge/trap supplies – Product #5190-2231	\$105.08	
Gas Line Tubing, Fittings, Moisture Trap – Product #19199N	\$879.12	
Helium Gas Regulator – Product #0101-1398	\$1,317.20	
Column for EPA methods (VOAS), liner and method – Product #G7022A	\$732.60	
Turbo System Adv Funct – Product #SYS-GM-5977T-X	\$2,366.40	
2. Mass Spectrometer – Product #G7038A	\$42,311.72	
Ion Gauge controller for GC/MS – Product #G3397B	\$1,198.06	
3. Purge and Trap Concentrator – Product #TMR-AROMX (Includes autosampler)	\$38,061.00	
4. Tekmar Recirculating bath	\$2,996.50	
5. GM/MS Operating software – Product #G1701EA	\$8,191.06	
Deconvulation software and NIST libraries – Product #G3249AA	\$5,359.82	
6. Installation, familiarization and shipping	Included	
7. On-site Training – Product #H2149A	\$8,500.00	
TOTAL	\$125,810.68	
SALES TAX	\$9,310.48	
GRAND TOTAL	\$135,121.16	

Optional Additional Training – classes at Agilent GC/MS lab in Atlanta – depending on analyst needs	\$3,500.00
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2nd year Agilent Silver Service Plan (upon expiration of one (1) year warranty)	\$10,972.80
3rd year Agilent Silver Service Plan	\$10,972.80
4th year Agilent Silver Service Plan	\$10,972.80
5th year Agilent Silver Service Plan	\$10,972.80

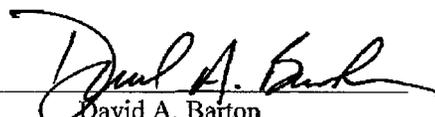
Agilent Technologies, Inc.
5301 Stevens Creek Boulevard
Santa Clara, California 95052-8059



**SIGNATURE AUTHORIZATION FOR BIDS, QUOTES,
CONTRACTS, BID BONDS AND PERFORMANCE BONDS**

I hereby authorize Georgcann Foster to sign bids, quotes, contracts, bid bonds and performance bonds with government agencies, and other customers or suppliers on behalf of Agilent Technologies, Inc. in the amount of two million five hundred thousand U.S. dollars and affirm that her signature shall be binding on Agilent Technologies, Inc.

Dated: 03-28-2013


David A. Barton
Vice President
Customer Contracts

RESOLVED: That, effective as of January 9, 2012, Didier Hirsch, Neil P. Dougherty, Marie Oh Huber and Stephen D. Williams and each of them, is hereby empowered on behalf of the Company to sign bids, quotations, leases and contracts with customers and government agencies, including such bids and performance bonds as may be required in connection with such bids and contracts, and each is further empowered to authorize employees of the Company to sign such bids, quotations, leases, contracts and bid and performance bonds.

I, Stephen D. Williams, do hereby certify that I am the duly elected Assistant Secretary of Agilent Technologies, Inc., a Delaware corporation; that the foregoing is a full, true and correct copy of the resolution adopted by the Executive Committee of the Board of Directors of said Company on January 4, 2012; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect. I, Stephen D. Williams, hereby authorize David A. Barton to sign bids, quotes, contracts, bid bonds and performance bonds with government agencies and other customers on behalf of the Company, and to authorize employees of the Company to sign bids, quotations, leases, contracts and bid and performance bonds.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Company.

Dated: 03-28-2013




Stephen D. Williams