

CONTRACT

35737

THIS CONTRACT is made and entered, in duplicate, as of October 9, 2020 for reference purposes only, pursuant to Resolution No. RES-20-0128, adopted by the City Council of the City of Long Beach at its meeting on October 6, 2020, by and between AGILENT TECHNOLOGIES, INC., a Delaware corporation ("Contractor"), with a place of business at 5301 Stevens Creek Blvd., Santa Clara, CA 95051, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City desire to purchase a gas chromatography/mass spectrometry instrument and accompanying equipment, hardware, and software; and

WHEREAS, City did by Resolution No. RES-20-0128 determine that the City's need to purchase a gas chromatography/mass spectrometry instrument and accompanying equipment, hardware, and software could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase a gas chromatography/mass spectrometry instrument and accompanying equipment, hardware, and software, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms and conditions stated herein, the parties agree as follows:

1. Equipment.

A. The gas chromatography/mass spectrometry instrument and accompanying equipment, hardware, and software (referred to as "Equipment") which is the subject matter of this Agreement is identified and described in Exhibit "A" attached hereto and incorporated herein by this reference. Contractor warrants that Contractor owns the Equipment and has the right to transfer title of the Equipment to City; Contractor shall defend, indemnify and hold City harmless from any breach of this warranty. City shall be entitled to all warranties provided by the manufacturer of the Equipment.

1 B. In consideration of City's payment hereunder, Contractor shall
2 provide the Equipment.

3 2. Purchase Price.

4 A. The total amount of this Agreement shall not exceed Three
5 Hundred Sixty-Six Thousand Six Hundred Thirty-Six Dollars (\$366,636).

6 B. City shall pay Contractor net 30 days after delivery and
7 acceptance of the Equipment.

8 3. Term. The term of this Agreement shall begin at 12:01 a.m. on
9 October 15, 2020, and shall end at midnight on October 14, 2021, unless sooner
10 terminated by completion of the purchase of the Equipment.

11 4. Warranty. City shall have the benefit of any warranty from the
12 manufacturer on the Equipment and Contractor warrants that the Equipment are in good
13 working order and free from defect at the time of delivery.

14 5. Notice. Notice shall be in writing and personally delivered or deposited
15 in the U.S. Postal Service, first class, registered or certified, return receipt, postage prepaid,
16 to Contractor at the address first stated above, and to City at 411 West Ocean Boulevard,
17 Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given on the
18 date of personal deliver or on the date shown on the return receipt, whichever first occurs.
19 Notice of change of address shall be given as other notices.

20 6. Assignment. Contractor shall not, except for moneys due and payable
21 hereunder, assign its rights or delegate its duties hereunder, or any interest herein, or any
22 portion hereof, without the prior written approval of City. Any attempted assignment or
23 delegation shall be void, and any assignee or delegate shall acquire no right or interest by
24 reason of such attempted assignment or delegation. Furthermore, Contractor shall not
25 subcontract any portion of the performance required hereunder without the prior written
26 approval of City.

27 7. Force Majeure. If any party fails to perform its obligations because of
28 strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or

1 materials or reasonable substitutes for labor materials, governmental restrictions,
2 governmental regulations, governmental controls, judicial orders, enemy or hostile
3 governmental action, civil commotion, fire or other casualty, or other causes beyond the
4 reasonable control of the party obligated to perform, then that party's performance will be
5 excused for a period equal to the period of such cause for failure to perform.

6 8. Miscellaneous.

7 A. In connection with performance of this Agreement and federal
8 laws, rules and regulations, Contractor shall not discriminate in employment or in
9 the performance of this Agreement on the basis of race, religion, national origin,
10 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
11 disability.

12 B. This Agreement was created as a joint effort of both parties and
13 neither it nor any part of it shall be construed against one party as the drafter.

14 C. This Agreement, including Exhibits, shall not be amended, nor
15 any provision or breach hereof waived except in a writing signed by the parties which
16 expressly refers to this Agreement.

17 D. This Agreement shall be governed by and construed pursuant
18 to the laws of the State of California (except those provisions of California law
19 pertaining to conflicts of laws). Any action involving this Agreement shall be brought
20 in the Los Angeles County Superior Court, Long Beach Judicial District.

21 E. This Agreement, including Exhibits, constitutes the entire
22 understanding between the parties and supersedes all other agreements, oral or
23 written, or preprinted terms and conditions of the Purchase Order to the extent they
24 are inconsistent with this Agreement, with respect to the subject matter herein.

25 F. In the event of any conflict or ambiguity between this
26 Agreement and any Exhibit, the provisions of this Agreement shall govern.

27 G. If there is any legal proceeding between the parties to enforce
28 or interpret this Agreement or to protect or establish any rights or remedies

1 hereunder, the prevailing party shall be entitled to its costs and expenses, including
2 reasonable attorney's fees.

3 H. The acceptance of any services or the payment of any money
4 by City shall not operate as a waiver of any provision of this Agreement, or of any
5 right to damages or indemnity stated herein. The waiver of any breach of this
6 Agreement shall not constitute a waiver of any other or subsequent breach of this
7 Agreement.

8 I. Termination of this Agreement shall not affect rights or liabilities
9 of the parties which accrued prior to termination and shall not extinguish any
10 warranties.

11 J. Contractor shall not use the name of City, its officials or
12 employees in any advertising or solicitation for business nor as a reference without
13 the prior written approval of City's City Manager.

14 K. This Agreement is intended by the parties to benefit themselves
15 only and is not in any way intended or designed to or entered for the purpose of
16 creating any benefit or right for any person or entity of any kind that is not a party to
17 this Agreement.

18 L. In performing hereunder, Contractor is and shall act as an
19 independent contractor and neither Contractor nor its employees, agents, suppliers
20 or subcontractors shall act as or be deemed employees, representatives or agents
21 of City.

22 M. Contractor shall comply with all applicable federal, state and
23 local laws and regulations during performance hereunder.

24 N. The terms and conditions of this Agreement are severable. If
25 any term or condition is held invalid, void or unenforceable, the remaining terms and
26 conditions shall be given effect.

27 O. The division of provisions hereof into sections and the captions
28 on those sections is for convenience only and shall not be considered in construing

1 this Agreement.

2 IN WITNESS WHEREOF, the parties have signed this document with all the
3 formalities required by law as of the date first stated above.

4 AGILENT TECHNOLOGIES, INC., a
5 Delaware corporation

6 October 29, 2020

By Michelle Katz
Name Michelle Katz
Title Americas Contract Manager

8 _____, 2020

By _____
Name _____
Title _____

11 "Contractor"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 November 24, 2020

By Linda J. Jarama
City Manager

15 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

16 This Contract is approved as to form on November 23, 2020.

18 CHARLES PARKIN, City Attorney

19 By [Signature]
20 Deputy
21 for Sarah Green

EXHIBIT A



Agilent Technologies

Mr Glen Spencer
FSSD Administrator / Laboratory Director
Long Beach PD/Crime Laboratory
City of Long Beach
1400 Canal Ave
LONG BEACH CA 90813-1219

Quotation

Quote No.	Create Date	Delivery Time	Page
3342438	10/09/2020	7 Weeks	1 of 11
Contact	Phone no.	Valid to	
Kiki Nikolau	310 245 2058	10/30/2020	
To place an order: Call 1-800-227-9770 Option 1			
For Instruments Fax : 302-633-8953			
Email : LSCAinstrumentsales@agilent.com			
For Consumables Fax : 302-633-8901			
Email : CAG_sales-NA@agilent.com			
For Genomics Fax : 512-321-3128			
Email : orders@agilent.com			
For additional instructions, see last page			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
1000	G3540A	1.000 EA	25,873.00 USD	9,120.23-	16,752.77
	Agilent 8890 GC System Custom With the following configuration: Ship-to Country : USA Country of Origin : United States 8890 100psi Split/splitless Inlet Accy MSD Interface Factory plumbing For quick installation Exhaust Deflector Assy Installation (44K) Special discount of 35.25 % is applied.				
2000	G4513A	1.000 EA	8,528.00 USD	3,006.12-	5,521.88
	7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC. 10ul syringe, and With the following configuration: Ship-to Country : USA Installation (44K) Special discount of 35.25 % is applied.				
3000	G4514A	1.000 EA	10,077.00 USD	3,555.17-	6,521.83
	7693 Tray, 150 vial includes three removable With the following configuration: Ship-to Country : USA Installation (44K)				



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For Consumables Fax : 302-633-8901			
Email : CAG_sales-NA@agilent.com			
For Genomics Fax : 512-321-3128			
Email : orders@agilent.com			
For additional instructions, see last page			

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Special discount of 35.28 % is applied.					
4000	19199N	1.000 EA	2,048.00 USD	716.80-	1,331.20
Install Kit for GCs w/Gas Purifiers					
Special discount of 35.00 % is applied.					
5000	G7077BA	1.000 EA	84,831.00 USD	29,936.86-	54,894.14
5977B Inert Plus MSD Turbo EI Bundle with Extractor EI Source and Data System (Software, PC and Monitor), and additional G1710FA Data License.					
With the following configuration: Ship-to Country : USA Add ChemStation DA w/ MassH Fam GC/MSD InertPlus EI for 8890 GC Installation (44K) Familiarization at Installation (44L) 1 Year SW Update/Phone Assist (44W)					
Special discount of 35.29 % is applied.					
6000	SYS-GM-5977T	1.000 EA	8,963.00 USD	2,240.75-	6,722.25
GCMS 5977 Turbo System					
CrossLab Qualification OQ CrossLab Qualification IQ					
Special discount of 25.00 % is applied.					
7000	SYS-SW-MH	1.000 EA	1,789.00 USD	447.25-	1,341.75



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Kiki Nikolau	310 245 2058	10/30/2020	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 Email : LSCAinstrumentsales@agilent.com For Consumables Fax : 302-633-8901 Email : CAG_sales-NA@agilent.com For Genomics Fax : 512-321-3128 Email : orders@agilent.com For additional instructions, see last page			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	MassHunter WorkStation With the following configuration: Ship-to Country : USA CrossLab Qualification OQ CrossLab Qualification IQ Special discount of 25.00 % is applied.				
8000	G7077BA	1.000 EA	84,831.00 USD	35,001.27-	49,829.73
	5977B Inert Plus MSD Turbo EI Bundle with Extractor EI Source and Data System (Software, PC and Monitor), and additional G1710FA Data License. With the following configuration: Ship-to Country : USA Add ChemStation DA w/ MassH Fam MSD for 7890 GC Installation (44K) Familiarization at Installation (44L) 1 Year SW Update/Phone Assist (44W) Special discount of 41.26 % is applied.				
9000	G3471A	1.000 EA	3,997.00 USD	1,410.94-	2,586.06
	7890 Pneumatics Control Module Accessory. With the following configuration: Ship-to Country : USA Installation (44K)				



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Kiki Nikolau	310 245 2058	10/30/2020	
To place an order: Call 1-800-227-9770 Option 1			
For Instruments Fax : 302-633-8953			
Email : LSCAinstrumentsales@agilent.com			
For Consumables Fax : 302-633-8901			
Email : CAG_sales-NA@agilent.com			
For Genomics Fax : 512-321-3128			
Email : orders@agilent.com			
For additional instructions, see last page			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Special discount of 35.30 % is applied.					
10000	G2855B	1.000 EA	5,569.00 USD	1,964.75-	3,604.25
Capillary Flow Technologies Deans Switch Includes Deans Switch and calculator SW. Requires 7890/6890 GC with 2 detectors, 2 columns,Aux EPC or PCM (PCM preferred) and MS Excel. With the following configuration: Ship-to Country : USA Installation (44K)					
Special discount of 35.28 % is applied.					
11000	H2149A	1.000 EA	10,685.00 USD	2,137.00-	8,548.00
Method and Application Consulting On-site consulting for a maximum of 4 participants. Certificates and manuals not included. With the following configuration: Ship-to Country : USA Three Day On-site (Includes Travel)					
Special discount of 20.00 % is applied.					
12000	G7077BA	1.000 EA	84,831.00 USD	35,001.27-	49,829.73
5977B Inert Plus MSD Turbo EI Bundle with Extractor EI Source and Data System (Software, PC and Monitor), and additional G1710FA Data License. With the following configuration: Ship-to Country : USA Add ChemStation DA w/ MassH Fam					



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Kiki Nikolau	310 245 2058	10/30/2020	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 Email : LSCAinstrumentsales@agilent.com For Consumables Fax : 302-633-8901 Email : CAG_sales-NA@agilent.com For Genomics Fax : 512-321-3128 Email : orders@agilent.com For additional instructions, see last page			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	GC/MSD InertPlus EI for 8890 GC Installation (44K) Familiarization at Installation (44L) 1 Year SW Update/Phone Assist (44W) Special discount of 41.26 % is applied.				
13000	G3397B	1.000 EA	2,665.00 USD	1,126.77-	1,538.23
	Ion Gauge Kit for 5977 MSD. With the following configuration: Ship-to Country : USA Installation (44K) Special discount of 42.28 % is applied.				
14000	G3540A	1.000 EA	50,382.00 USD	21,268.76-	29,113.24
	Agilent 8890 GC System Custom With the following configuration: Ship-to Country : USA CFT modules 880,886 to 890 : Dean switch hardware 888 Country of Origin : United States INERT Cap S/SI inlet with EPC - 100psi Multimode Inlet, CO2 Cooling Midpoint Backflush for GC/MS 8890 FID Accy Optimized For Capillary Factory plumbing For quick installation Exhaust Deflector Assy PSD module for CFT Pneumatic Switching Capillary Flow Tech Dean Switch Installation (44K)				



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Kiki Nikolau	310 245 2058	10/30/2020	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 Email : LSCAinstrumentsales@agilent.com For Consumables Fax : 302-633-8901 Email : CAG_sales-NA@agilent.com For Genomics Fax : 512-321-3128 Email : orders@agilent.com For additional instructions, see last page			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Special discount of 42.22 % is applied.					
15000	G4557A	1.000 EA	40,489.00 USD	17,106.61-	23,382.39
7697A Headspace Sampler, 111 Vial capacity, 12 vial heating. Controlled by built-in keypad or external data system. Includes onboard EPC, LAN and APG communication, 1mL loop and 3 removable 36-vial racks. With the following configuration: Ship-to Country : USA Installation (44K) Familiarization at Installation (44L)					
Special discount of 42.25 % is applied.					
16000	G5350AA	1.000 EA	2,313.00 USD	976.09-	1,336.91
G1888A/7697A Headspace Control Software With the following configuration: Ship-to Country : USA Installation (44K)					
Special discount of 42.20 % is applied.					
17000	G4513A	1.000 EA	8,528.00 USD	3,600.52-	4,927.48
7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC. 10ul syringe, and					



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To place an order: Call 1-800-227-9770 Option 1			
For Instruments Fax : 302-633-8953			
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	With the following configuration: Ship-to Country : USA Installation (44K) Special discount of 42.22 % is applied.				
18000	G2402A	1.000 EA	241.00 USD	101.89-	139.11
	8-port 10/100Base-TX autosensing switch Allows up to eight devices to interface to a local laboratory LAN. Includes an 8-meter LAN cable. With the following configuration: Ship-to Country : USA Special discount of 42.28 % is applied.				
19000	G1033C	1.000 EA	6,285.00 USD	2,281.39-	4,003.61
	Latest NIST MS Library Bundle includes over 350K EI spectra for over 300K compounds (40K increase) and GC Methods/Retention indices library (nist_ri) with 139K compounds Special discount of 36.30 % is applied.				
20000	G7077BA	1.000 EA	84,831.00 USD	35,001.27-	49,829.73
	5977B Inert Plus MSD Turbo EI Bundle with Extractor EI Source and Data System (Software, PC and Monitor), and additional G1710FA Data License. With the following configuration:				



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For Instruments Fax : 302-633-8953			
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Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	Ship-to Country : USA Add ChemStation DA w/ MassH Fam MSD for 7890 GC Installation (44K) Familiarization at Installation (44L) 1 Year SW Update/Phone Assist (44W) Special discount of 41.26 % is applied.				
21000	G3471A	1.000 EA	3,997.00 USD	1,650.76-	2,346.24
	7890 Pneumatics Control Module Accessory. With the following configuration: Ship-to Country : USA Installation (44K) Special discount of 41.30 % is applied.				
22000	G2855B	1.000 EA	5,569.00 USD	2,294.42-	3,274.58
	Capillary Flow Technologies Deans Switch Includes Deans Switch and calculator SW. Requires 7890/6890 GC with 2 detectors, 2 columns,Aux EPC or PCM (PCM preferred) and MS Excel. With the following configuration: Ship-to Country : USA Installation (44K) Special discount of 41.20 % is applied.				
23000	H2149A	1.000 EA	10,685.00 USD	2,671.25-	8,013.75
	Method and Application Consulting On-site consulting for a maximum of 4				



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To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 Email : LSCAinstrumentsales@agilent.com For Consumables Fax : 302-633-8901 Email : CAG_sales-NA@agilent.com For Genomics Fax : 512-321-3128 Email : orders@agilent.com For additional instructions, see last page			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	participants. Certificates and manuals not included. With the following configuration: Ship-to Country : USA Three Day On-site (Includes Travel) Special discount of 25.00 % is applied.				
			Gross Amount	: \$	548,007.00
			Total Discount	: \$	212,618.14
			Net Amount	: \$	335,388.86
			Sales Tax	: \$	31,231.67
			Total	: \$	366,620.53



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TO PLACE AN ORDER, Agilent offers several options:

- 1) Visit <http://www.agilent.com/chem/supplies> to place online orders using a purchase order or credit card.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8am and 8 pm Eastern time in the U.S., Canada & Puerto Rico.
- 3) To place an order for Consumables, please fax the order to 302-633-8901.
To place an instrument and/or software order, please fax the order to 302-633-8953.
To place an order for Genomics, please fax the order to 512-321-3128, or email to orders@agilent.com

- 4) Or you can mail your order to:

Agilent Technologies
North American Customer Contact Center
2850 Centerville Road BU3-2
Wilmington, DE 19808-1610

To place an order, the following information is required:

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

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

TO CHECK THE STATUS OF AN ORDER:

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

TERMS AND CONDITIONS:

- Pricing: Web prices are provided only for the U.S. in U.S. dollars. All phone prices are in local currency and for end use.
- Applicable local taxes are applied.
- All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
- Payment Terms: Net 30 days from invoice date, subject to credit approval.
- * Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.
- * Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.

Visit www.agilent.com/chem

- For Training course information and registration including e-Seminars, select [Education](#).
- For Literature, Application notes, and other information, select [Library](#).
- For Online Technical Support including the Technical Support Assistant and Frequently Asked Questions, select [Technical Support](#).

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.



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