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## Header 8

[List View](#)**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)**Procurement Folder:** 873707**Procurement Type:** Central Contract - Fixed Amt**Vendor ID:** 000000226955 **Legal Name:** AGILENT TECHNOLOGIES INC**Alias/DBA:****Total Bid:** \$436,266.73**Response Date:** 08/04/2021 **Response Time:** 13:17**Responded By User ID:** AGILENT **First Name:** Georgeann**Last Name:** Foster**Email:** lscabids@agilent.com**Phone:** 800-227-9770**SO Doc Code:** CRFQ**SO Dept:** 0506**SO Doc ID:** CME2200000001**Published Date:** 7/29/21**Close Date:** 8/4/21**Close Time:** 13:30**Status:** Closed**Solicitation Description:** LC/MS/MS TRIPLE QUAD SYSTEM **Total of Header Attachments:** 8**Total of All Attachments:** 8



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 873707  
**Solicitation Description:** LC/MS/MS TRIPLE QUAD SYSTEM  
**Proc Type:** Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2021-08-04 13:30	SR 0506 ESR08042100000000693	1

**VENDOR**  
 000000226955  
 AGILENT TECHNOLOGIES INC

**Solicitation Number:** CRFQ 0506 CME2200000001  
**Total Bid:** 436266.7299999999813735485076 **Response Date:** 2021-08-04 **Response Time:** 13:17:16  
**Comments:** Agilent's offer is in accordance with Agilent quotation 3665291. The quotation is included for configuration and pricing details. Please see the Document entitled Exceptions-Clarifications for further information.

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Husted  
 (304) 558-2402  
 crystal.g.husted@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	LC/MS/MS Triple Quad System	1.00000	EA	324492.480000	324492.48

Comm Code	Manufacturer	Specification	Model #
42000000			

**Commodity Line Comments:** G6495CA Included also are G7120A, G7167B, G7116B, and G1978B  
See Agilent Quotation 3665291  
Deliverable: 40 Days APO

**Extended Description:**

Section 3.1 LC/MS/MS Triple Quad System  
3.1.9 UHPLC  
3.1.10 Pumping System  
3.1.11 Autosampler  
3.1.12 Column Oven  
3.1.13 Triple Quadrupole Mass Spectrometer

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Nitrogen Generator	1.00000	EA	33923.870000	33923.87

Comm Code	Manufacturer	Specification	Model #
42000000			

**Commodity Line Comments:** G1953A also Includes Peak Scientific Genius XE70 Additional Warranty Coverage.  
See Agilent Quotation 3665291  
Deliverable: 40 Days APO

**Extended Description:**

3.2 Nitrogen Generator  
The supplied generator must meet the requirements of the LC/MS/MS system.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Plate Changer	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42000000			

**Commodity Line Comments:** Agilent does not have a Plate Changer.

**Extended Description:**

3.3 Plate changer  
3.3.1 The system must include a plate changer to allow for expansion of up to 16 additional deep well microtiter plates.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Customer Support and Service	1.00000	EA	63539.280000	63539.28

Comm Code	Manufacturer	Specification	Model #
81112201			

**Commodity Line Comments:** Includes SYS-LM-6495 and H2149A - Consulting \ See Agilent Quotation 3665291

**Extended Description:**

3.4 Customer Support and Service 3.4.1 through 3.4.8

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Uninterruptible Power SAUapply	1.00000	EA	9843.980000	9843.98

Comm Code	Manufacturer	Specification	Model #
42000000			

**Commodity Line Comments:** Powervar 42080-110R - Please note that above product 42080-110R is not manufactured by Agilent Technologies which hereby disclaims any liability for the

**Extended Description:**

3.5 3.5 Uninterruptible Power Supply

3.5.1 The package must include an Uninterruptible Power Supply (UPS) to power the system during a power outage or fluctuations until the generator is available.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Toxicology Spectral Libraries	1.00000	EA	4467.120000	4467.12

Comm Code	Manufacturer	Specification	Model #
42000000			

**Commodity Line Comments:** G1734CA See Agilent Quotation 3665291

**Extended Description:**

3.6.Toxicology Spectral Libraries

3.6.1The package must include applicable toxicology spectral libraries for comparison of detected compounds.

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 Chief Toxicologist  
 State of West Virginia  
 Chief Medical Examiners Office  
 619 Virginia St W  
 CHARLESTON WV 25302

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Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
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1-800-227-9770 Option 1			

Promotion1915 has been applied. With the purchase against this quotation, a deposit of \$5000.00 will be made into your Flex Spend account. Flexible Spend account can be used to buy Agilent services, columns or supplies.

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
2000	G1953A	1.000 EA	43,276.00 USD	21,638.00-	21,638.00
	<p>PEAK Nitrogen Generator System, including install. For model specific information, consult ELSA N2 generator ordering guide. For extended warranty and support service, contact PEAK directly. <a href="http://www.peakscientific.com">www.peakscientific.com</a> This order must be passed to PEAK with ship to address, customer contact information and delivery date of LCMS system.</p> <p>With the following configuration:            Ship-to Country : USA            Peak Genius XE 70 Nitrogen Generator230V            Installation (44K)</p> <p>Special discount of 50.00 % is applied.</p>				
6000	G1734CA	1.000 EA	10,636.00 USD	6,168.88-	4,467.12
	<p>LC/MS TripleQuad Standalone Forensics Toxicology tMRM database (DB). Customer must have MH B.06 Acquisition or higher. Operator must receive instrument operator training prior to SW kit installation. Existing instruments must have a PM before kit installation.</p> <p>With the following configuration:            Ship-to Country : USA</p> <p>Generic Checkout Test Mix + Column            Installation (44K)            Introduction</p> <p>Special discount of 58.00 % is applied.</p>				
8000	H2149A	1.000 EA	15,880.00 USD	3,970.00-	11,910.00

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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
	<p>Method and Application Consulting            On-site consulting for a maximum of 4 participants. Certificates and manuals not included.</p> <p>With the following configuration:            Ship-to Country : USA            Five Day On-site (Includes Travel)</p> <p>Special discount of 25.00 % is applied.</p>				
<b>9000</b>	<b>NON AGILENT PROD</b>	1.000 EA	<b>9,843.98 USD</b>		<b>9,843.98</b>
	<p>42080-110R            Powervar UPS - (50 AMP) 6-50R Receptacle</p> <p>Please note that above product 42080-110R 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>				
<b>10000</b>	<b>G7120A</b>	1.000 EA	<b>47,900.01 USD</b>	<b>23,950.01-</b>	<b>23,950.00</b>
	<p>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.</p> <p>With the following configuration:            High speed UCT (033) : selected</p>				

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Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	Safe cap (034) : 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 Ultra Clean Tubing Kit A-Line Stay Safe Cap Starter Kit Poroshell 120 EC-C18, 2.1x50mm, 1.9um Delete ISET Installation (44K)				
	Special discount of 50.00 % is applied.				
<b>11000</b>	<b>G7167B</b>	1.000 EA	<b>41,286.00 USD</b>	<b>20,643.00-</b>	<b>20,643.00</b>
	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. Dual-height drawer kit (132) : 3 Sample Loop-Flex 100 uL : Sample Loop-Flex 100 uL right Analytical head 100 uL (161) : Analytical head 100 uL Ship-to Country : USA Agilent InfinityLab Sample Thermostat Dual-height drawer (2H) Sample Loop-Flex 100 uL right Analytical head 100 uL Installation (44K)				
	Special discount of 50.00 % is applied.				
<b>12000</b>	<b>G7116B</b>	1.000 EA	<b>8,218.00 USD</b>	<b>4,109.00-</b>	<b>4,109.00</b>



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Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
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Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	<p>1290 Infinity II Multicolumn Thermostat. Capacity up to 8 columns, temperature range 4 deg C. to 110 deg C. Includes 1.6 uL Quick-Connect Heat Exchanger, Quick-Connect fitting and two Quick-Turn fittings. Valve drive optional. Reminder on I+ F (1290 Infinity II modules only): Familiarization will NOT be bundled and needs to be ordered separately via SYS numbers in the following regions: North America, EMEA No changes on installation!</p> <p>With the following configuration:            Quick-Conn HE ULD (064) : 1            Ship-to Country : USA            Quick-Connect HE Ultra Low Dispersion Installation (44K)</p> <p>Special discount of 50.00 % is applied.</p>	1.000 EA	625,577.00 USD	362,834.66-	262,742.34
	<p>6495 Triple Quadrupole LC/MS System. Includes: 6495 LC/TQ, workstation PC and MassHunter SW with 2 data analysis licenses, installation + familiarization training, and 1Y SW upgrade/phone assist. The 6495 Triple Quadrupole LC/MS System is compatible with most LC devices and ion sources. Please check the compatibility matrix.</p> <p>With the following configuration:            Ship-to Country : USA            Add InfinityLab System Tool Kit Installation (44K)            Introduction (44L)            1 Year SW Update/Phone Assist (44W)            1YR PC Repair Recovery Service (0TP)</p> <p>Special discount of 58.00 % is applied.</p>				

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Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
14000	<b>G1978B</b>  Multimode ESI/APCI Source  With the following configuration: Configuration for usage with : Triple Quad Ship-to Country : USA Installation (44K) Introduction (44L)  Special discount of 58.00 % is applied.	1.000 EA	31,067.00 USD	18,018.86-	13,048.14
15000	<b>SYS-LM-6495</b>  LCMS 6495 iFunnel QQQ  With the following configuration: Ship-to Country : USA  Enhanced Ext. Warranty - 3yrs Total  Promotion discount 7.00 %.	1.000 EA	89,016.00 USD	37,386.72-	51,629.28
16000	<b>NON AGILENT PROD</b>  Non Agilent Product Peak Scientific Genius XE70 Additional Warranty Coverage  3300253-WPM Genius XE70 WPM  3300253- SL0 Genius XE70 230V - SL0 SL2a-Teir-NA	1.000 EA	12,285.87 USD		12,285.87



# Quotation

Tonya Mitchell  
 Chief Toxicologist  
 State of West Virginia  
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 619 Virginia St W  
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			Gross Amount	: \$	934,985.86
			Total Discount	: \$	498,719.13
			Net Amount	: \$	436,266.73
			<b>Total</b>	<b>: \$</b>	<b>436,266.73</b>

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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.

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

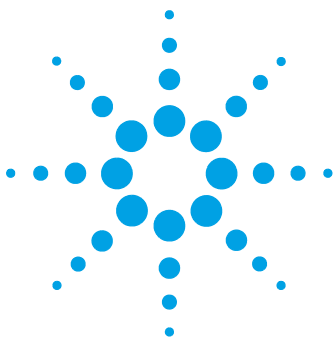
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 Credit card accepted only at the time of order placement.  
 Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.



# Agilent 1290 Infinity II Multisampler

## Data Sheet



### Product Description

The Agilent 1290 Infinity II Multisampler can handle both vials and microtiter plates with ease and efficiency up to 1300 bar system pressure, optimized on chromatographic performance. In fact, this compact module has the capacity to house up to 6144 samples, all inside the Agilent stack footprint – more than any single sampler from any other vendor – and the robotics to smoothly inject each into the chromatograph in turn. With our multi-wash capability, you can reduce carryover to less than 9 parts per million.

### Features

- **Unmatched flexibility** – You choose how you want to introduce samples for injection, whether you prefer vials, microtiter plates, or any combination of formats. Sample drawers are available in three heights, and you can mix shallow drawers with deeper ones to accommodate different sample sizes.
- **High capacity** – Using shallow well-plate drawers, the 1290 Infinity II Multisampler takes a maximum load of 16 microtiter plates and up to 6144 samples—the most of any single system.
- **Seamless automation** – Internal robotics move microtiter plates and other sample containers from the sample hotel to the central workspace for sample processing steps and injections.
- **Dual-needle injection** – By running samples alternately through one or the other injection path, you can reduce cycle times to mere seconds, virtually eliminating conventional wait times—whether for large volume loadings or flushing procedures.
- **Scalable injection volumes** – The Agilent unique dual-needle setup also enhances flexibility by providing two differently optimized injectors in a single instrument. You can, for example, optimize one path for large volume injections and the other for low delay volumes.
- **Ultralow carryover** – The 1290 Infinity II Multisampler is designed for low carryover, but you can take clean to a whole new level with our multi-wash capability, cleaning all relevant injection parts between runs. This sophisticated, integrated feature flushes the injection needle outside with three solvents, and uses seat backflush procedures to reduce carryover to less than 9 ppm.
- **Integrated sample thermostat** – available as option or upgrade, providing cooling and heating in the range from 4 °C - 40 °C.
- **Instant information** – Lights on each drawer tell you all you need to know about loading status, current activity, and accessibility.



## Specifications

**Table 1** Physical Specifications

Type	Specification	Comments
Weight	22 kg (48.5 lbs)	w/o sample thermostat
Dimensions (height × width × depth)	320 x 396 x 468 mm (12.6 x 15.6 x 18.4 inches)	
Line voltage	100 – 240 V~, ± 10 %	Wide-ranging capability
Line frequency	50 or 60 Hz, ± 5 %	
Power consumption	180 VA, 180 W	
Ambient operating temperature	4 – 40 °C (39 – 104 °F)	
Ambient non-operating temperature	-40 – 70 °C (-40 – 158 °F)	
Humidity	< 95 % r.h. at 40 °C (104 °F) <sup>1</sup>	Non-condensing
Operating altitude	Up to 3000 m (9842 ft)	
Non-operating altitude	Up to 4600 m (15092 ft)	For storing the module
Safety standards: IEC, EN, CSA, UL	Installation category II, Pollution degree 2	For indoor use only.
ISM Classification	ISM Group 1 Class B	According to CISPR 11
Permitted solvents	Auto-ignition temperature ≥200 °C Boiling point ≥56 °C	

<sup>1</sup> If a sample thermostat is included the upper value for humidity can be reduced. Please check your lab conditions to stay beyond dew point values for non-condensing operation.

**Table 2** Performance Specifications Agilent 1290 Infinity II Multisampler (G7167B)

Type	Specification
Injection range for <i>Single-needle</i> instruments	Default: 0.1 – 20 µL in 0.1 µL increments; optional: 40 µL or 100 µL (using optional 100 µL analytical head)
	0.1 – 500 µL or 900 µL in 0.1 µL increments (using 900 µL analytical head)
	0.1 – 120 µL in 0.1 µL increments with 1290 Infinity II large volume injection kit (hardware modification required) G4216-68711
	0.1 – 500 µL or 1500 µL in 0.1 µL increments with 100 µL upgrade kit (hardware modification required) G7167-68711
Injection range for <i>Dual-needle</i> instruments	Default: 0.1 – 20 µL in 0.1 µL increments; optional: 40 µL or 100 µL
	Up to 500 µL in 0.1 µL increments depending on installed loop size
Injection precision for <i>Single-needle</i> instruments	<0.15 % RSD or SD <10 nL, whatever is greater
Injection precision for <i>Dual-needle</i> instruments	<0.2 % RSD or SD <10 nL, whatever is greater
Injection linearity	0.9999 in the range of 0.1 – 100 µL
Pressure range	Up to 1300 bar
Sample viscosity range	0.2 – 5 cp
Sample capacity	1H Drawer up to 8 drawers and 16 positions Shallow well plates (MTP)
	2H Drawer up to 4 drawers and 8 positions MTP, deep well plates, vials, Eppendorf
	3H Drawer up to 2 drawers and 4 positions MTP, deep well plates, vials up to 6 mL, Eppendorf
Injection cycle time	<10 s using following standard conditions: Default draw speed: 100 µL/min Default eject speed: 400 µL/min Injection volume: 1 µL
Carry Over	<0.003 % (30 ppm) Multisampler Standard and Dual Needle <0.0009 % (9 ppm) Multisampler Multiwash
Multiwash	Outer needle wash and seat backflush for carryover reduction with up to 3 different solvents
Instrument Control	LC & CE Drivers A.02.10 or above Instrument Control Framework (ICF) A.02.03 or above Instant Pilot (G4208A) with firmware B.02.19 or above Lab Advisor B.02.06 or above
Communications	Controller-area network (CAN), Local Area Network (LAN) ERI: ready, start, stop and shut-down signals



**Table 2** Performance Specifications Agilent 1290 Infinity II Multisampler (G7167B)

<b>Type</b>	<b>Specification</b>
Maintenance and safety-related features	Extensive diagnostics, error detection and display with Agilent Lab Advisor software Leak detection, safe leak handling, leak output signal for shutdown of pumping system, and low voltages in major maintenance areas
GLP features	Early maintenance feedback (EMF) for continuous tracking of instrument usage with user-settable limits and feedback messages. Electronic records of maintenance and errors.
Housing	All materials recyclable.

**Table 3** Physical Specifications of the Sample Thermostat

Type	Specification	Comment
Weight	<6 kg	
Dimensions (height x width x depth)	205 mm x 340 mm x 370 mm	
Refrigerant gas	R600a (0.030 kg)	Ozone depletion potential (ODP) =0 Global warming potential (GWP) =3
Supply voltage	24VDC	
Current	10 A max.	
Ambient operating temperature	4 – 40 °C (39.2 – 104 °F)	
Ambient non-operating temperature	-40 – 70 °C (-40 – 158 °F)	
Humidity	< 95 % r.h. at 40 °C (104 °F)	Non-condensing
Operating altitude	Up to 3000 m (9842 ft)	
Non-operating altitude	Up to 4600 m (15091 ft)	
Safety standards: IEC, EN, CSA, UL	Installation category II, Pollution degree 2	For indoor use only
ISM Classification	ISM Group 1 Class B	According to CISPR 11

**Table 4** Performance Specifications for the Sample Thermostat

Type	Specifications
Operating principle	High performance, low-energy consumption micro-compressor based cooler with natural R600a coolant (Butane 30 g), user-upgradable
Temperature range	from 4 – 40 °C
Temperature settable	from 4 – 40 °C in 1 ° increments
Temperature accuracy (<25 °C, <50 % r.H.)	2 – 6 °C at a setpoint of 4 °C

## Ordering Details

**Table 5** Agilent 1290 Infinity II Multisampler Instrument

Description	Product Number	Comments
<b>1290 Infinity II Multisampler</b>		
<p>Designed for low carryover of up to 1300 bar, handles well plates and individual sample containers (e.g. vials, Eppendorf tubes).</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• One double-height drawer for 2 individual sample containers and 3x 2H drawer-substitutes to cover the remaining drawer-slots</li> <li>• Single needle setup with 20 µL loop and 40 µL analytical head</li> <li>• Standard needle flush port and peristaltic pump</li> <li>• Separate position for 5x 2 mL reference vials</li> <li>• One 54-vial container for 2 mL vials</li> </ul>	G7167B	
<b>InfinityLab Sample Thermostat</b>		
Thermostat unit for 1290 Infinity II Multisampler (G7167A and B). Slide-in device, customer installable.	G7167B #101	Thermostat to control sample temperature from 4 °C up to 40 °C
<b>InfinityLab Sample Thermostat Upgrade</b>		
Slide-in thermostat for existing Multisampler instruments. Customer installable.	G4761A	Requires FW 7.22 or higher.
<b>1290 Infinity II Dual-needle option</b>		
Offers a second flow path with needle, seat and loop for parallel operation. Default flow path is 2x 20 µL loops plus one 100 µL analytical head.	G7167B #111	For alternating quantitative injections, identical loop volumes are required! Variable volumes need to be purchased and added separately. Combinations of Dual-needle with Multi-wash require an additional external valve mounted via rail.
<b>1290 Infinity II Multi-wash option</b>		
Minimizes carryover adding a high performance pump for 3 different solvents plus a solvent selection valve. An extra high pressure flush head is included to allow for active needle seat back flush.	G7167B #112	Combinations of Multi-wash with Dual-needle require an additional external valve mounted via rail.

**Table 6** Multisampler Drawers for the Agilent 1290 Infinity II Multisampler

Description	Product Number	Comments
<b>Single-height drawer (1H)</b>		
Comes in quantity of 2. Each drawer can hold 2 individual sample containers for: Shallow well plates (96 or 384 well plates)	G7167B #131	Maximum setup with 1H drawers is 8 per instrument.
<b>Dual-height drawer (2H)</b>		
Comes in quantity of 1. Each drawer can hold 2 individual sample containers for: <ul style="list-style-type: none"><li>• Shallow well plates (96 or 384 well plates)</li><li>• Deep well plates (96 or 384 well plates)</li><li>• 40 x 2 mL vial container</li><li>• 54 x 2 mL vial container (6/pk)</li><li>• 27 x 0.5 or 1.5 or 2 mL Eppendorf safe-lock tubes</li></ul>	G7167B #132	Maximum setup with 2H drawers is 4 per instrument.
<b>Triple-height drawer (3H)</b>		
Comes in quantity of 2. Each drawer can hold 2 individual sample containers for: <ul style="list-style-type: none"><li>• Shallow well plates (96 or 384 well plates)</li><li>• Deep well plates (96 or 384 well plates)</li><li>• 40 x 2 mL vial container</li><li>• 54 x 2 mL vial container</li><li>• 27 x 0.5 or 1.5 or 2 mL Eppendorf safe-lock tubes</li><li>• Deep well plates for 96x 1 mL vials capped</li><li>• 15 x 6 mL vial container</li></ul>	G7167B #133	Maximum setup with 3H drawers is 2 per Instrument

**Table 7** Analytical Heads and Sample Loops for the Agilent 1290 Infinity II Multisampler

Description	Product Number	Comments
<b>Analytical head 100 µL</b>		
100 µL metering device for use at up to 1300 bar.	G7167B #161	
<b>Analytical head 900 µL</b>		
900 µL metering device for large single stroke injections at max. 400 bar.	G7167B #163	Only for single needle setup. Limits system pressure to 400 bar.
<b>Sample Loop-flex 40 µL right</b>		
(only for Single-needle) For max. 40 µL injection.	G7167B #150	Extension of a default 20 µL loop
<b>Loop 40 µL right Dual-needle</b>		
Calibrated Dual-needle loop right.	G7167B #144	Extension of a default 20 µL DN-loop
<b>Loop 40 µL left Dual-needle</b>		
Calibrated Dual-needle loop left.	G7167B #151	Extension of a default 20 µL DN-loop
<b>Sample Loop-flex 100 µL right</b>		
(only for Single-needle) For max. 100 µL injection.	G7167B #152	Extension of a default 20 µL loop. Requires a 100 µL analytical head.
<b>Loop 100 µL right Dual-needle</b>		
Calibrated Dual-needle loop 100 µL right.	G7167B #145	Extension of a default 20 µL DN-loop. Requires a 100 µL analytical head.
<b>Loop 100 µL left Dual-needle</b>		
Calibrated Dual-needle loop left.	G7167B #153	Extension of a default 20 µL loop. Requires a 100 µL analytical head.
<b>Loop kit 500 µL right Dual-needle</b>		
Calibrated Dual-needle flex-loop plus extension and slotted needle.	G7167B #146	Only within Dual-needle setup DN-loop. Requires a 100 µL analytical head.
<b>Loop kit 500 µL left Dual-needle</b>		
Calibrated Dual-needle flex-loop plus extension and slotted needle.	G7167B #155	Only within Dual-needle setup. Requires a 100 µL analytical head.

**Table 7** Analytical Heads and Sample Loops for the Agilent 1290 Infinity II Multisampler

Description	Product Number	Comments
<b>Sample Loop-flex 900 <math>\mu</math>L right</b>		
(only for Single-needle) Sample Loop-flex 900 $\mu$ L right for max. 900 $\mu$ L injection. <ul style="list-style-type: none"> <li>• Only in combination with <i>900 <math>\mu</math>L analytical head</i></li> <li>• Max. pressure limitation to <i>400 bar</i></li> </ul>	G7167B #156	For Single-needle setup only. Requires G7167B #163. System pressure limited to max. 400 bar.
<b>Multi-draw option adding 400 <math>\mu</math>L / 1400 <math>\mu</math>L</b>		
Includes 2 seat capillary extensions to inject up to 500 $\mu$ L or to 1500 $\mu$ L volume. (G1313-68711).	G7167B #121	Only for single-needle instruments. Max. sample volume depends on installed loop capillary. Caution: Large volume injection at high pressures can shorten LC-column lifetime.
<b>Multi-draw option adding 80 <math>\mu</math>L</b>		
Includes seat capillary to inject up to 120 $\mu$ L volume (G4216-68711).	G7167B #122	Only for single-needle instruments. Maximum sample volume depends on installed loop capillary.

[www.agilent.com/chem/infinitylab-lc-series](http://www.agilent.com/chem/infinitylab-lc-series)

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## Agilent 6495C Triple Quadrupole LC/MS with iFunnel Technology



Born out of our drive for innovation, Agilent's 6495C triple quadrupole LC/MS is a powerful and reliable mass spectrometer for applications demanding the lowest limits of detection and highest reproducibility. To maintain high sensitivity for confident results, the 6495C features Agilent's signature octopole ion guide, hyperbolic quadrupoles, curved and tapered collision cell, and advanced detector geometry. The inclusion of a hexabore capillary paired with a third-generation iFunnel greatly enhances signal while reducing noise. VacShield reduces instrument downtime by enabling easier and faster maintenance without breaking vacuum. By combining sensitivity and robustness in a high-performance mass spectrometer, you can be confident in your results with the 6495C triple quadrupole LC/MS.

Parameter	Measure	Specification
MRM Sensitivity IDL ESI Positive	1 fg of reserpine injected on column, quantifying on the transition $m/z$ 609.3 to 195.1	IDL < 0.6 fg, with 99% confidence (verified onsite during installation)
MRM Sensitivity IDL ESI Negative	1 fg of chloramphenicol injected on column, quantifying on the transition $m/z$ 321.0 to 152.0	IDL < 0.6 fg, with 99% confidence
MRM Sensitivity S/N ESI Positive	1 pg of reserpine injected on column, quantifying on the transition $m/z$ 609.3 to 195.1	S/N > 550,000:1
MRM Sensitivity S/N ESI Negative	1 pg of chloramphenicol injected on column, quantifying on the transition $m/z$ 321.0 to 152.0	S/N > 550,000:1
Mass Range		$m/z$ 5 to 3,000
Polarity Switching (Electronics)		≤ 25 ms
Mass Resolution (Autotune)	Full width at half maximum	0.7 Da
Mass Resolution (Manual Tune)	Full width at half maximum	0.5 Da
Mass Accuracy		0.1 Da from $m/z$ 5 to 1,000 0.2 Da from $m/z$ 1,000 to 2,000 0.3 Da from $m/z$ 2,000 to 3,000
Mass Stability		< 0.1 Da in 24 hours up to $m/z$ 2,122 in Positive mode and $m/z$ 2,234 in Negative mode
Dynamic Range		> $6.0 \times 10^6$ , resulting in up to 6 orders of linear dynamic range from the LOD
Acquisition and Scan Modes		MS1 scan, MS2 scan, product ion scan, neutral loss scan, neutral gain scan, precursor ion scan, SIM, and MRM (static, dynamic, triggered)
Maximum Scan Rate		17,000 Da/sec
Maximum MRM Acquisition Rate		500 MRM/sec
Minimum MRM Dwell Time		0.5 ms
MRM Transitions		450 per time segment, up to 13,500 ion transitions per method
Dynamic MRM Transitions		4,000 dynamic MRM transitions per method
Triggered MRM Transitions		Up to 10 MRM transitions (primary and secondary) for library search and compound confirmation
Collision Cell Ion Clearance		< 1 ms



## General system specifications

Parameter	Specification
Single Point of Control	Single-point data system method capability with full control of Agilent Infinity I and Infinity II and Agilent 6470B triple quadrupole LC/MS systems
Time Programming	Polarity change in time segment Scan and SIM or MRM (plus other modes of data collection) Dynamic and triggered MRM aligns MRMs with compound retention time Solvent divert through calibrant delivery system valve
Wide Range of Ionization Sources	Agilent Jet Stream (AJS) Technology Electrospray (ESI) Nanospray ESI (nESI) source APCI source (Atmospheric Pressure Chemical Ionization) Multimode source (MMI; simultaneous ESI and APCI) APPI source (Atmospheric Pressure Photoionization)
Autotune	Automated optimization of ion optics and mass axis calibration in positive and negative ion modes using a proprietary tune solution
Solvent Declustering	Countercurrent gas, sheath gas (AJS)
Detector	±20 kV High-energy conversion dynode (HED) and high-gain electron multiplier horn
Vacuum System	Two turbomolecular pumps with one mechanical pump
VacShield Assembly	Vent prevention for maintenance-free and robust operation

## Ordering information

### G6495CA: 6495C Triple Quadrupole LC/MS System

Includes the 6495C Triple Quadrupole Mass Spectrometer, MassHunter Workstation Software with method optimization software, workstation PC, monitor, and service installation of the system.

**Disclaimer:** Performance specifications in this document are reviewed for accuracy, but they do not represent the tests and procedures performed at installation, which are described in the Agilent 6400 Series Triple Quad LC/MS System Installation Manual, document G3335-90170 or subsequent version number. See Site Preparation Guide and Service Notes for additional product and specification information.

Performance checkout at installation utilizes instrument detection limit (IDL), which is a meaningful and statically relevant measurement of instrument sensitivity. The signal-to-noise (S/N) specification does not predict the limit of detection (LOD) or limit of quantitation (LOQ) for the system or user application. S/N applies only to the conditions or concentrations specified and cannot be extrapolated to any other conditions or concentrations. On-site demonstration of S/N checkout must be purchased as an add-on and will only be carried out on newly purchased 1260 Infinity II Prime or 1290 Infinity II LC systems.

*The signal-to-noise specification is determined using the AJS source in MRM mode at unit mass resolution (0.7 ± 0.1 Da FWHM peak width) for 1 pg Reserpine on-column (m/z 609.3 to 195.1) (ZORBAX RRHD Eclipse Plus C18, 2.1 × 50 mm, 95 Å pore size, 1.8 µm particle size). After algorithmic smoothing, noise levels are determined using the Auto-RMS algorithm with at least 4 datapoints of ion current from the active MRM transition.*

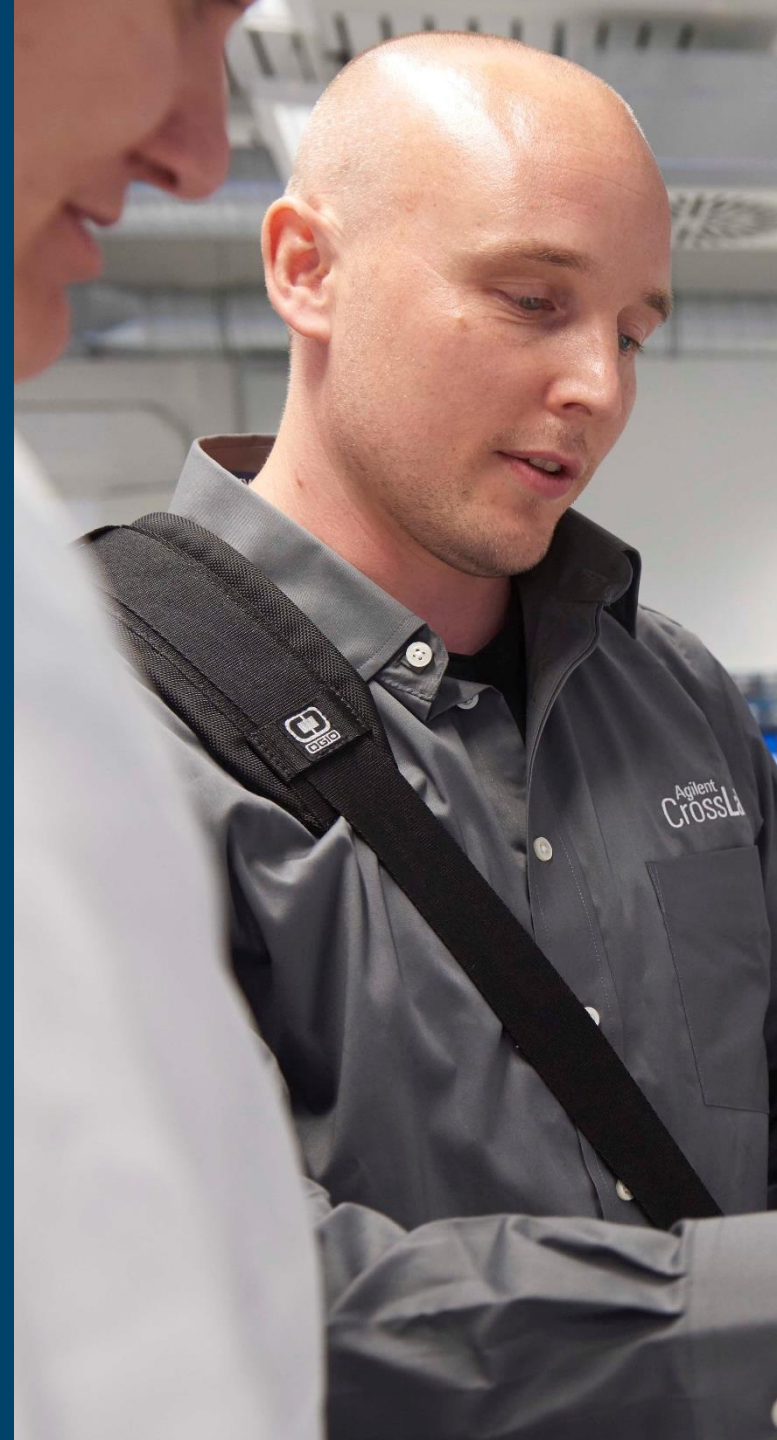
[www.agilent.com/chem/6495C](http://www.agilent.com/chem/6495C)

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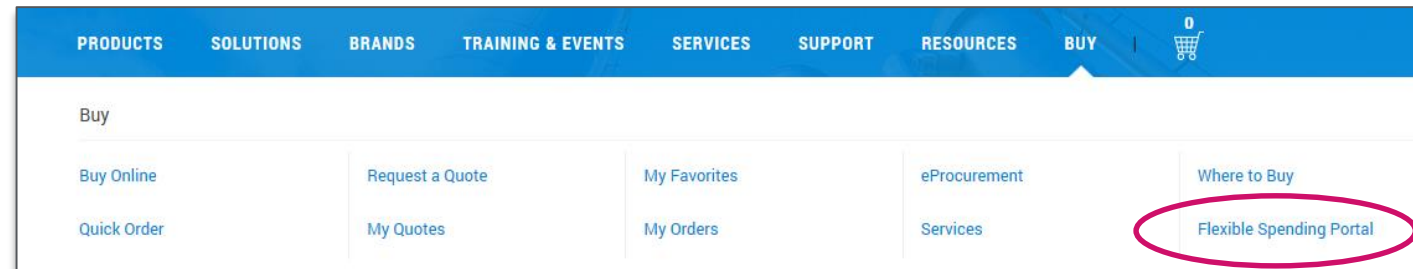
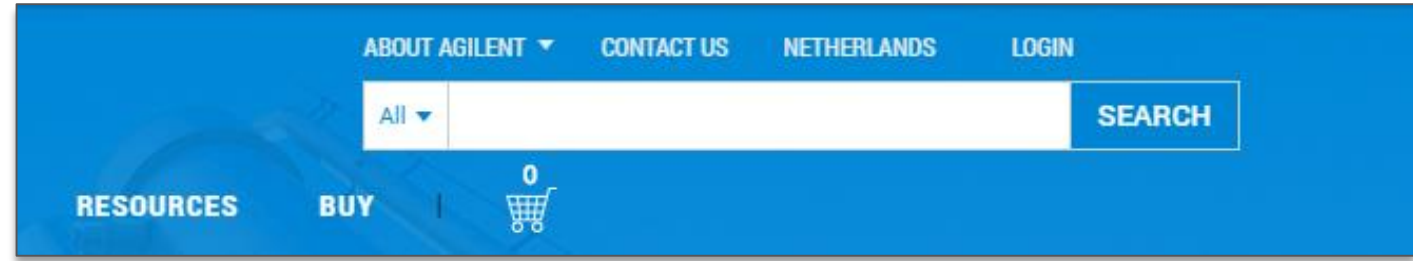
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# Quick Guide to using your Flexible Spend Plan



# Access your Flexible Spend Plan portal on Agilent.com

- ❑ Login to your account at [www.agilent.com](http://www.agilent.com)
- ❑ Navigate to “BUY” on the navigation panel
- ❑ Choose the Flexible Spending Portal from the choices listed



# What's on the Flexible Spending Portal?

Protect your plan # like you would a credit card number! You need to provide this number to place orders.

Easily track your balance using our real-time online portal

View Authorized Sold To list

Export activity data to an Excel file

The screenshot displays the Agilent Flexible Spending Portal interface. At the top, there is a navigation bar with the Agilent logo and various menu items. The main content area shows the following sections:

- Plan #6510** (circled in red) with an expiration date of 06/01/2017.
- CONTACT INFO** for Agilent Customer: (111)222-3333, Email@company.com.
- CUSTOMER SOLD TO** for University: Dept. of Nutritional Science, 123 University Dr, Anywhere, CA 11235.
- FUNDS** section (circled in blue) showing **COMMITTED FUNDS: \$xx, xxx USD** and **CURR BALANCE: \$xx, xxx USD**. An arrow points from the text "Funds balance" to this section.
- Buttons for **VIEW AUTHORIZED SOLD TO LIST** and **EXPORT TO EXCEL** (circled in red). An arrow points from the text "View Authorized Sold To list" to the first button.
- ORDER INFO** table with columns: TRANSACTION, TYPE, DATE, SOLD TO, SOLD TO ADDRESS, SHIP TO, SHIP TO ADDRESS, STATUS, TRANSACTION VALUE.

The table contains the following data rows:

TRANSACTION	TYPE	DATE	SOLD TO	SOLD TO ADDRESS	SHIP TO	SHIP TO ADDRESS	STATUS	TRANSACTION VALUE
892392392	FSP Plan Commitment	6/1/2017	Alpha Medical	499 shps landing way	N/A	N/A	Done	\$20,000 USD
600006323	Service Order	6/1/2017	Alpha Medical	499 shps landing way	Alpha Medical	300 shps landing way	Done	\$300 USD
600006325	Service Order	6/1/2017	Alpha Medical	499 shps landing way	Alpha Medical	300 shps landing way	Booked	\$500 USD
600006326	Service Order	6/1/2017	Alpha Medical	499 shps landing way	Alpha Medical	300 shps landing way	Booked	\$700 USD

An arrow points from the text "Account activity" to the ORDER INFO table.

Funds balance

Account activity

# Place an order using funds from your Flexible Spend Plan



Contact Agilent by phone or email

<https://www.agilent.com/en/contact-us/page>



**Provide your Flexible Spend Plan Account Number (#XXXX)\*** with your order to use funds towards eligible products

*\*similar to providing a credit card number*



Receive chemistries, supplies, and services for your chromatography and spectroscopy needs.

# Eligible products to order with your Flexible Spend Plan funds

## Columns and Supplies for Chromatography and Spectroscopy

### **LC and GC columns:**

High-performance columns for diverse applications

### **Frequently replaced supplies:**

Purchase inlet liners, seals, lamps, tubing, and more

### **LC, GC, MS, AA and ICP supplies:**

Work seamlessly to improve performance, efficiency, and safety

### **Sample preparation products:**

Ensure great results right from the start

### **Vials and standards:**

Provide sample integrity and data accuracy

## Services

### **On-site training:**

Increase proficiency and productivity (novice to experienced)

### **Service parts:**

Same-day shipping for overnight delivery\*

### **On-site repair:**

85% of service calls resolved successfully on first visit

### **Instrument exchange/ service center repair:**

Cost-effective alternatives to on-site repair

\*Where available

### **Preventive maintenance:**

Reduce unexpected repairs by 35%

### **Qualification services:**

Operational/repair/functional verification by industry's #1 compliance partner

### **Relocation services:**

Bench to bench, lab to lab, or anywhere in the world

# It's easy to add more money to your Flexible Spend plan



- Contact your local customer service representative and provide your Flexible Spend plan account number (#XXXX).
- Issue a PO for the amount you would like to add.

Note: If you add more than \$1,000 (or equivalent), your account expiration date will be extended for another 3 years.

# Add and Remove Sites or Contacts to your FSP

The primary account holder has the authority to add or remove authorized sites and contacts to your account.

- All authorized sites can make purchases of consumables or services using the Flexible Spend plan account number at any time.
- You can also add or remove individuals who have access to the online portal. From the portal they can see the account balance and all account activities. They also have the option to download the account data into an excel file.

The above changes can be made by contacting your local Customer Service Representative.



# Frequently Asked Questions on FSP

## **Q1. Do I get the same level of discount on the products and services when using FSP?**

Yes, once a customer opens a FSP account, the funds available become an alternate payment form. Pricing, discounts, promotions remain the same when the customer decides to pay for their purchases using the funds available in their FSP account.

## **Q2. What happens when my FSP account expires or approaches expiration?**

The primary contact listed under the FSP will receive an automatic email prior to 90, 28, 14, 7 days prior to the account expiration. It is the customer's responsibility to use up the funds prior to the expiration date to avoid forfeit of any remaining funds. The customer has the option to extend the funds for another 3 years by adding > \$1k to the account prior to the expiration date.

## **Q3. How often is the online portal updated?**

The FSP online portal is refreshed every 24 hrs. with the latest order activity and the account balance information.

## **Q4. When will I be invoiced for the FSP?**

In most cases, the full amount for what was committed will be invoiced immediately and the customer will pay according to their payment terms. If the customer qualifies and chooses the installment billing option, they will receive the first invoice immediately and then the rest of the amount at the agreed upon interval not exceeding one year from the date of the order.

# Contact Agilent for Support

## Learn more:

[www.agilent.com/chem/flexspend](http://www.agilent.com/chem/flexspend)

## U.S. and Canada

1-800-227-9770

[agilent\\_inquiries@agilent.com](mailto:agilent_inquiries@agilent.com)

## Europe

[info\\_agilent@agilent.com](mailto:info_agilent@agilent.com)

## Asia Pacific

[inquiry\\_Isca@agilent.com](mailto:inquiry_Isca@agilent.com)



# Agilent 1290 Infinity II High Speed Pump

## Data Sheet

### Product Description

The Agilent 1290 Infinity II High Speed Pump is designed to enhance your efficiency through highest speed and ultimate chromatographic performance. A low-delay-volume mixer allows you to run ultrafast gradients for narrow-bore applications for highest laboratory efficiency. The new 1290 Infinity II LC power range guarantees highest instrument efficiency, allowing you to run any HPLC and UHPLC method. The full ISET range enables you to seamlessly transfer existing methods from different instruments, including current Agilent systems as well as instruments from other manufacturers. Furthermore, proven technologies, such as active damping, automatic purge valve, new ultralow dispersion kits or lowest delay-volume capability, combine to achieve highest instrument and analytical efficiency.



### Features

- Ultimate performance in terms of accuracy and precision for flow and composition.
- Infinite power range combining ultrahigh pressure up to 1300 bar and high analytical flow rates up to 5 mL/min for maximum chromatographic performance.
- The unique Intelligent System Emulation Technology (ISET) enables the emulation of current Agilent 1100, 1200 and 1260 Infinity series instrument, as well as Waters Alliance, Waters H-Class, Waters Acquity and Shimadzu Prominence.
- Lowest delay volumes (to 10  $\mu$ L) for running ultrafast gradients on narrow-bore columns make this pump the perfect front-end for LC/MS applications.
- Active damping with independently controllable high resolution pump drives and firmware-embedded tuning algorithms significantly reduce ripples and associated UV noise.
- The new Agilent Jet Weaver mixer, based on multi-layer microfluidic technology, facilitates highest efficiency mixing in combination with lowest delay volume for highest UV-detector sensitivity.
- Integrated high efficiency degasser with low internal volume is based on PTFE AF technology and offers fast change-over of solvents for purging and priming the pump.
- Built-in active seal-wash for increased uptime.

## Specifications

**Table 1** Physical Specifications

Type	Specification	Comments
Weight	21.0 kg (46.3 lbs)	
Dimensions (height × width × depth)	200 x 396 x 436 mm (7.9 x 15.6 x 17.2 inches)	
Line voltage	100 – 240 V~, ± 10 %	Wide-ranging capability
Line frequency	50 or 60 Hz, ± 5 %	
Power consumption	210 VA / 180 W	
Ambient operating temperature	4 – 55 °C (39 – 131 °F)	
Ambient non-operating temperature	-40 – 70 °C (-40 – 158 °F)	
Humidity	< 95 % r.h. at 40 °C (104 °F)	Non-condensing
Operating altitude	Up to 3000 m (9842 ft)	
Non-operating altitude	Up to 4600 m (15092 ft)	For storing the module
Safety standards: IEC, EN, CSA, UL	Installation category II, Pollution degree 2	For indoor use only.

**Table 2** Agilent 1290 Infinity II High Speed Pump (G7120A) Performance Specifications

Feature	Specification
Hydraulic system	Two dual pistons in series, pumps with proprietary servo-controlled variable stroke design and smooth motion control.
Pump resolution step size	300 pL step size
Settable flow range	0.001 – 5 mL/min, in 0.001 mL/min increments (executed in 300 pL/step increments).
Flow precision	≤0.07 % RSD or 0.005 min SD, whatever is greater
Flow accuracy	±1 % or 10 µL/min, whatever is greater
Pressure range	up to 130 MPa (1300 bar) at 0 – 2 mL/min ramping down to 80 MPa (800 bar) at 5 mL/min
Pressure pulsation	<1 % amplitude or <0.5 MPa (5 bar), whatever is greater
Compressibility compensation	Automatic
Recommended pH-range	1.0 – 12.5, solvents with pH <2.3 should not contain acid which attack stainless steel.

**Table 2** Agilent 1290 Infinity II High Speed Pump (G7120A)  
Performance Specifications

<b>Feature</b>	<b>Specification</b>
Gradient formation	High pressure binary mixing
Delay volume	As low as 45 $\mu$ L (10 $\mu$ L without mixer)
Composition precision	<0.15 % RSD or 0.01 min SD, whatever is greater
Composition accuracy	$\pm$ 0.35 % absolute
Number of solvent	2 out of maximum 26 solvents
Solvent selection valve	Internal 4-solvent selection valve included. External 2x 12 solvent valve as option, fully integrated in the pump control interface.
Integrated degassing unit	Included Number of channels: 2 Internal volume per channel: 1.5 mL Materials in contact with solvent: TFE/PDD Copolymer, FEP, PEEK, PPS.
Automatic Purge Valve	Included
Active Seal wash	Included
Intelligent System Emulation Technology (ISET)	Included
Communications	Controller-area network (CAN), RS232C, APG remote: ready, start, stop and shutdown signals, LAN
Safety and maintenance	Extensive diagnostics, error detection and display through included Agilent LabAdvisor, leak detection, safe leak handling, leak output signal for shutdown of the pumping system. Low voltage in major maintenance areas.
GLP feature	Early maintenance feedback (EMF) for continuous tracking of instrument usage in terms of seal wear and volume of pumped mobile phase with pre-defined and user settable limits and feedback messages. Electronic records of maintenance and errors.
Housing	All materials are recyclable.

## Ordering Details

Description	Product Number
<b>Agilent 1290 Infinity II High Speed Pump</b>	
Maximum pressure 1300 bar	G7120A
Agilent Lab Advisor Advanced Software	G7120A#004
Ultra-low Dispersion Kit	G7120A#006
Ultra-clean Tubing Kit	G7120A#033
Safety Caps	G7120A#034
V380 Jet Weaver Mixer Upgrade Kit	G7120A#070

[www.agilent.com/chem/1200](http://www.agilent.com/chem/1200)

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Published December 1, 2014  
5991-5336EN



# Agilent 1290 Infinity II Multicolumn Thermostat

## Data Sheet



### Product Description

The Agilent 1290 Infinity II Multicolumn Thermostat (MCT) allows precise column thermostating over a broad temperature range: from cooling down to 20 degrees below ambient temperature up to 110 °C, providing infinite flexibility for optimized speed and selectivity of LC separation. Ultrahigh pressure valves enable a wide range of applications such as column selection from 8 columns in a single MCT, sample preparation for analyte enrichment or matrix removal, alternating column regeneration – and many more. The MCT fits perfectly with all 1290 Infinity II modules and can also be combined with modules of the Agilent 1260 and 1290 Infinity Series.

### Features

- Superior usability with flexible flap positions: open door to 90° (desk function), 180° or even remove door for accessibility.
- Efficient, fast and most convenient column exchange through new quick-connect fittings.
- Advanced column capacity for up to 8 columns in a single MCT.
- Next generation Quick-Connect Heat Exchanger for pre-column solvent thermostating – easily mounted for each of up to 8 columns and optimized for lowest internal volume contribution.
- Maximum application flexibility through Peltier cooling and heating with two independent temperature zones from 20 degree below ambient up to 110 °C.
- Optional valve drive for use of 1200 Infinity Series Quick-Change high pressure valves.
- High temperature precision for reproducible retention times and peak areas.

## Specifications

**Table 1** Physical Specifications

Type	Specification	Comments
Weight	12.5 kg (27.6 lbs)	
Dimensions (height × width × depth)	160 x 435 (472) x 436 mm (6.3 x 17.1 (18.6) x 17.2 inches)	
Line voltage	100 – 240 V~, ± 10 %	Wide-ranging capability
Line frequency	50 or 60 Hz, ± 5 %	
Power consumption	150 VA, 150 W	
Ambient operating temperature	4–55 °C (39–131 °F)	
Ambient non-operating temperature	-40 – 70 °C (-40 – 158 °F)	
Humidity	< 95 % r.h. at 40 °C (104 °F)	Non-condensing
Operating altitude	Up to 2000 m (6562 ft)	
Non-operating altitude	Up to 4600 m (15092 ft)	For storing the module
Safety standards: IEC, EN, CSA, UL	Installation category II, Pollution degree 2	For indoor use only.

**Table 2** Agilent 1290 Infinity II Multicolumn Thermostat (G7116B) Performance Specifications

Feature	Specification
Operating principle	Dual, independent Peltier-element thermostatted column compartment. Solvent pre-heating and still-air operation for reduction of chromatographic band-broadening under UHPLC-conditions. Up to three devices can be clustered and controlled by a single user interface for additional flexibility*.
Temperature range	4 °C to 110 °C, (minimum 20 °C below ambient)
Temperature stability	±0.03 °C
Temperature accuracy	±0.5 °C (with calibration)
Temperature precision	0.05 °C
Independent Temperature zones	2 (in single device) up to 6 in clustered configuration <sup>1</sup>



**Table 2** Agilent 1290 Infinity II Multicolumn Thermostat (G7116B)  
Performance Specifications

Feature	Specification
Column capacity	8 columns of 100 mm length plus Quick-Connect fittings or pre-columns 4 columns of 300 mm length plus Quick-Connect fittings or pre-columns Selection of columns by single optional integrated 8-column selection valve (1300 bar) Maximum of 24 columns of 100 mm length plus Quick-Connect fittings or pre-columns 12 columns of 300 mm length plus Quick-Connect fittings or pre-columns with clustering <sup>1</sup> of three devices.
Heat-up/cool-down time	5 min from ambient to 40 °C 10 min from 40 °C to 20 °C <30 min from 25 °C to 100 °C
Solvent heat exchangers	Individually quick-installable for every column. Available at 1 µL (ultra-low dispersion), 1.6 µL (standard) and 3 µL (high-flow) volume.
Valve options	1x integrated valve drive as option 2x external valve drives as option to host user-exchangeable Quick-Change valve heads of different formats, materials and pressure ratings (up to 1300 bar): 2-position/6-port, 2-position/10-port, 6-column selection (6-pos/14-port), 8-column selection (8-pos/18-port). Equipped with tags, valve heads are automatically identified by SW
Communications	Controller-area network (CAN).
Safety and maintenance	Extensive diagnostics, error detection and display (through Instant Pilot control module and Agilent LabAdvisor), leak detection, safe leak handling, leak output signal for shutdown of pumping system. Low voltages in main maintenance areas. Door-open sensor.
GLP	Valve heads carrying tags with serial number, pressure rating, number of switches and valve type.

\* Availability 2015

## Ordering Details

Description	Part Number
<b>1290 Infinity II Multicolumn Thermostat</b>	G7116B
Add option for valve drive	G7116B #058
Add option for 1 standard flow quick-connect heat exchanger and 4 column clips	G7116B #062
Add option for 1 high flow quick-connect heat exchanger (2.5 mL/min and higher) and 4 column clips	G7116B #063
Add option for 1 ultralow-dispersion quick-connect heat exchanger and 4 column clips	G7116B #064
8-column selector valve head, 1300 bar, for use in G7116B MCT	G4239C
Add option for low dispersion capillary (0.12 mm id) kit for valve G4239C	G4239 #005

[www.agilent.com/chem/1200](http://www.agilent.com/chem/1200)

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Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote  
 Info Technology

<b>Proc Folder:</b> 873707			<b>Reason for Modification:</b>
<b>Doc Description:</b> LC/MS/MS TRIPLE QUAD SYSTEM			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-07-15	2021-08-04 13:30	CRFQ 0506 CME220000001	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 000000226955  
**Vendor Name :** Agilent Technologies, Inc.  
**Address :**  
**Street :** 2850 Centerville Road  
**City :** Wilmington  
**State :** Delaware **Country :** USA **Zip :** 19808-1610  
**Principal Contact :** Michael Michalski /Product - Georgeann Foster/Bid Response  
**Vendor Contact Phone:** 304-290-6353/302-636-3849 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Husted  
 (304) 558-2402  
 crystal.g.husted@wv.gov

**Vendor Signature X**  **FEIN#** 77-0518772 **DATE** 08/03/2021

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF CHIEF MEDICAL EXAMINER, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR A LC/MS/MS TRIPLE QUAD SYSTEM PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LC/MS/MS Triple Quad System	1.00000	EA	324,492.48	324,492.48

Comm Code	Manufacturer	Specification	Model #
42000000	Agilent Technologies, Inc.		G6495CA
Included also are G7120A, G7167B, G7116B, and G1978B			

**Extended Description:**

- Section 3.1 LC/MS/MS Triple Quad System
- 3.1.9 UHPLC
- 3.1.10 Pumping System
- 3.1.11 Autosampler
- 3.1.12 Column Oven
- 3.1.13 Triple Quadrupole Mass Spectrometer

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Nitrogen Generator	1.00000	EA	33,923.87	33,923.87

Comm Code	Manufacturer	Specification	Model #
42000000	PEAK		G1953A

**Extended Description:** Includes Peak Scientific Genius XE70 Additional Warranty Coverage  
 3.2 Nitrogen Generator  
 The supplied generator must meet the requirements of the LC/MS/MS system.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Plate Changer Agilent does not have a plate changer.	1.00000	EA	No Bid	

Comm Code	Manufacturer	Specification	Model #
42000000			

**Extended Description:**  
 3.3 Plate changer  
 3.3.1 The system must include a plate changer to allow for expansion of up to 16 additional deep well microtiter plates.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Customer Support and Service	1.00000	EA	63,539.28	63,539.28

Comm Code	Manufacturer	Specification	Model #
81112201	Agilent Technologies, Inc.		SYS-LM-6495

**Extended Description:**

3.4Customer Support and Service 3.4.1 through 3.4.8

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Uninterruptible Power SAUpply	1.00000	EA	9,843.98	9,843.98

Comm Code	Manufacturer	Specification	Model #
42000000	Powervar		42080-110R

**Extended Description:**

3.53.5Uninterruptable Power Supply

3.5.1The package must include an Uninterruptable Power Supply (UPS) to power the system during a power outage or fluctuations until the generator is available.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Toxicology Spectral Libraries	1.00000	EA	4,467.12	4,467.12

Comm Code	Manufacturer	Specification	Model #
42000000	Agilent Technologies, Inc.		G1734CA

**Extended Description:**

3.6.Toxicology Spectral Libraries

3.6.1The package must include applicable toxicology spectral libraries for comparison of detected compounds.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2021-07-22

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 07/01/2021



are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 22, 2021 at 10:00 AM ET

Submit Questions to: Crystal Hustead  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Crystal.G.Hustead@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER: Crystal Hustead  
SOLICITATION NO.: CRFQ CME2200000001  
BID OPENING DATE: August 4, 2021  
BID OPENING TIME: 1:30 PM ET  
FAX NUMBER: 304-558-3970

Revised 07/01/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **August 4, 2021 at 1:30 PM ET**

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**24. E-MAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on upon award and the initial contract term extends until one (1) year.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached \_\_\_\_\_  
Revised 07/01/2021

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.



**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- \*\*\*STATE OF WEST VIRGINIA MUST BE INCLUDED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**
- \*\*\*CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**  
WV DHHR  
619 VIRGINIA ST W, CHARLESTON, WV 25302
- 
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:



1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Georgeann Foster, Bids Response Specialist  
\_\_\_\_\_  
(Name, Title)  
Georgeann Foster, Bids Response Specialist  
\_\_\_\_\_  
(Printed Name and Title)  
2850 Centerville Road, Wilmington, DE  
\_\_\_\_\_  
(Address)  
19808 302-636-3849 / 302-993-5941  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
Lscabids@agilent.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

Agilent Technologies, Inc.

\_\_\_\_\_  
(Company)



Georgeann Foster/Bids Response Specialist

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Georgeann Foster/Bids Response Specialist

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

08/03/2021

\_\_\_\_\_  
(Date)

800-227-9770 302-993-5941

\_\_\_\_\_  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ CME2200000001**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Agilent Technologies, Inc.

Company



Authorized Signature

08/03/2021

Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION**  
**CRFQ CME220000001**  
**LC/MS/MS Triple Quadrupole Mass Spectrometer System**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Office of Chief Medical Examiner to establish a contract for a LC/MS/MS Triple Quad System.

**NOTE:** The WVDHHR has developed an EEOP Utilization Report and it is available at: [HTTP://WWW.WVDHHR.ORG/PDFS/H1.5%20UTILIZATION%20REPORT%20AND%20EEOP%20POLICY.PDF](http://www.wvdhhr.org/pdfs/H1.5%20UTILIZATION%20REPORT%20AND%20EEOP%20POLICY.PDF)

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Services”** means the warranty and preventative maintenance services for the contract items as more fully described in these specifications.

2.2 **“Contract Item”** means the purchase of one LC/MS/MS triple quadrupole mass spectrometer as more fully described by these specifications.

2.3 **“Pricing Page”** means the pages, contained in wvOASIS on which Vendor should list its proposed price for the Contract Items and Services.

2.4 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.5 **“LC/MS/MS Triple Quad System”** means a Liquid Chromatography with Tandem Mass Spectroscopy instrument system.

3. **MANDATORY REQUIREMENTS: Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

3.1 **LC/MS/MS Triple Quad System** The LC/MS/MS Triple Quad System must include the following minimum specifications, features and accessories for an atmospheric pressure ionization tandem quadrupole mass spectrometer system coupled with an Ultra-High-Performance Liquid Chromatograph (UHPLC) for integrated LC/MS/MS analysis.

3.1.1 The preferred system for the liquid chromatograph and the mass spectrometer must have all items manufactured and serviced by the same company.

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- 3.1.2** The fully integrated software package must be able to operate and control both the mass spectrometer and liquid chromatograph instruments from a single unified operating platform.
- 3.1.3** Quantitative results, threshold levels or synchronized survey scans must have the ability to initiate qualitative data scans to generate additional data from a single injection that may be programmed into the analytical methods.
- 3.1.4** The system must be capable of performing both qualitative and quantitative analysis on a sample in a single run.
- 3.1.5** The system must include the ability to perform solvent selection of up to 4 solvents per pump, as well as automatic column selection capability for up to 6 columns.
- 3.1.6** There must also be a flow diversion valve to assist in keeping the LC/MS interface clean.
- 3.1.7** The system must come with a second reservoir tray to hold all the mobile phase bottles from the pumping system.

**3.2 UHPLC Front End: System Controller**

- 3.2.1** UHPLC system must have a cooled autosampler with a capacity of a minimum of 2 deep well micro-titre plates (MTP); as well as a column oven that can cool and heat.
- 3.2.2** The system controller must have an integrated touch screen and show the system and each module status from across the room.
- 3.2.3** The system controller must have a built-in reservoir tray to hold the mobile phase bottles and directly interface with a monitor to gravimetrically measure the amount of mobile phase remaining and alert users if additional mobile phase must be added to complete the loaded batch.

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- 3.2.4** The system controller must allow users to monitor system status through a smart device and via the internet.
- 3.2.5** The controller must display error messages on the front panel for easy recognition.

### **3.3 Pumping System**

- 3.3.1** Pumping system must have a binary high-pressure pumping system with 2 pumps.
- 3.3.2** Each pump must be able to flow up to 10 mL/min.
- 3.3.3** Each pump must have a 4-solvent selector on it to help change assays easily, rapidly and efficiently develop new methods, and rinse between methods.
- 3.3.4** During a batch, the pumping system must recognize it has a flow anomaly like a bubble and attempt to recover and continue the batch in an automated and unassisted fashion.
- 3.3.5** The pumping system must automatically startup the system and ramp the mobile phase once the column oven is ready.

### **3.4 Autosampler**

- 3.4.1** The autosampler must have a cooler to keep samples from degrading during batches.
- 3.4.2** The autosampler must hold at least 2 Deep Well microtiter plates.
- 3.4.3** The autosampler must accept different plate types such as 2 mL and Deep Well microtiter plates simultaneously to allow flexibility for different assays.
- 3.4.4** The autosampler must have a means to reduce condensation and to come to temperature quickly when opening to exchange plates.
- 3.4.5** Autosampler must have no more than a 7 second cycle time.

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- 3.4.6** The autosampler must be a needle in the flow path design to maintain low carry over.
- 3.4.7** The autosampler must achieve the following carryover performance: 0.0015% without needle rinsing and 0.0003% with needle rinsing.
- 3.4.8** The autosampler must be able to do a total injection or variable volume injection to protect sample loss from happening.
- 3.4.9** The autosampler must be able to reproducibly inject as low as 0.1  $\mu$ L and as much as 50  $\mu$ L depending on assays.
- 3.4.10** The RSD for 0.1  $\mu$ L injections must be more than 0.5%.
- 3.4.11** The autosampler must be capable of performing sample pretreatment including dilution, reagent addition, co-injection of samples, stacked injection, and overlapped injection.
- 3.4.12** The autosampler must be able to do an automatic purge cycle.
- 3.4.13** The autosampler must have both front panel and software control to allow us to do routine tasks such as purge from the front panel.
- 3.4.14** The autosampler must have the ability to display the total operating time, needle and rotor seal usage and any error logs to help users establish SOP's and maintenance schedules based on samples.
- 3.4.15** The plate or rack changer must be cooled to keep samples from degrading.
- 3.4.16** The plate or rack changer must accept different plate types such as 2 mL and Deep Well microtiter plates simultaneously to allow flexibility for different assays.



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**3.4.17** The plate or rack changer must also automatically recognize the plate type in each position and in the software.

**3.5 Column Oven**

**3.5.1** The oven must be forced air to quickly get to its set temperature.

**3.5.2** The column oven must have the ability to cool to at least 10 degrees below lab temperature and heat up to at least 70 degrees.

**3.5.3** The column oven must have both front panel and software control to allow us to do routine tasks such as changing columns.

**3.5.4** The column oven must be large enough to hold at least 6 columns of 25 cm length or 3 columns of 300 mm length.

**3.5.5** The column oven must have the ability to display the total operating time, parts replacement and any error logs to help users establish SOP's (Standard Operating Procedures) and maintenance schedules based on lab samples.

**3.6 Triple Quadrupole Mass Spectrometer**

**3.6.1** Must be capable of detecting a wide variety of analytes including toxins, drugs of abuse, prescription drugs and a variety of other compounds in human fluids and tissues.

**3.6.2** The minimum sensitivity requirement for positive ion mode: S/N > 500,000:1 (RMS) for 1pg of reserpine on column.

**3.6.3** The minimum sensitivity requirement for negative ion mode: S/N >500,000:1 (RMS) 1 pg chloramphenicol on column.

**3.6.4** To facilitate the analysis of a wide variety of analytes in a short chromatography window, the system must have the ability to perform fast polarity switching of 5msec.

**3.6.5** The system must be capable of performing the following acquisition modes: Q1 Scan, Q3 Scan, Multiple Reaction Monitoring (MRM),

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Selected Ion Monitoring (SIM), Product Ion Scan, Precursor Ion Scan, Neutral Loss Scan, Data Dependent Scan (where the Product ion scans can be automatically initiated by precursor scans, neutral loss scans, Q1 scans, Q3 scans, or MRM results)

- 3.6.6** The LC/MS/MS must have a minimum mass range of 2-2000 m/z.
- 3.6.7** The mass assignment must be stable within 0.05 Da over a 24-hour time period to ensure data accuracy.
- 3.6.8** The minimum acceptable mass accuracy is: 0.1 Da.
- 3.6.9** The scan speed must be 30,000 amu/sec. This scan speed must be applicable to all scan functions: precursor, neutral loss, and product ion scans and must be able to be applied across the whole mass range.
- 3.6.10** The dynamic range must be 7 orders of magnitude.
- 3.6.11** The dwell time must be 0.8 msec.
- 3.6.12** The pause time must be 1msec.
- 3.6.13** The system must include a dual binary ultra-high pressure Liquid Chromatograph with integrated degassing.
- 3.6.14** The LC/MS/MS must come with both an electrospray ionization source as well as a dual ionization source which operates both ESI and APCI simultaneously and without splitting flow so that a wide variety of analytes in one injection can be analyzed.
- 3.6.15** The dual ionization source must not reduce sensitivity (signal to noise) relative to the ESI source operation.
- 3.6.16** The ionization sources must be easy to remove without the use of tools. Must have the ability to remove and replace the inlet to the vacuum region of the LC/MS/MS without breaking vacuum, which

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means that all source maintenance can be performed without breaking vacuum.

**3.6.17** The system must be capable of autotuning where both positive ion mode and negative ion mode are optimized automatically.

**3.6.18** A single tuning standard must be available for use on the LC/MS/MS that is able to produce both positive and negative ions for both ESI and APCI sources.

**3.6.19** The system must be capable of automatically restarting the vacuum system when the power resumes after a power failure.

**3.6.20** The package must include software for multiple analyte quantitation and should include 5 additional seat licenses for that quantitation software so that data can be processed remotely.

**3.6.21** The software must include a page layout function for *fast* generation of customized reports.

**3.6.22** The software must include a method creation tool for automated, batch-type optimization of new compounds.

### **3.7 Nitrogen Generator**

**3.7.1** The supplied generator must meet the requirements of the LC/MS/MS system.

### **3.8 Plate changer**

**3.8.1** The system must include a plate changer to allow for expansion of up to 16 additional deep well microtiter plates.

### **3.9 Customer Support and Service**

**3.9.1** To supplement the routine familiarization training done onsite, the vendor must supply at least 40 hours on-site training for the UHPLC front end and the LC/MS detector.

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**3.9.2** If the customer is unavailable to take advantage of the training during the first year, the expiration should be extended automatically and without penalty.

**3.9.3** The system must include installation and familiarization training.

**3.9.4** The system must include both phone and onsite technical support for the life of the instrument.

**3.9.5** Field personnel must be made available for re-familiarizations.

**3.9.6** The package must be protected by a service contract for 3 years past the date of installation.

**3.9.7** This coverage must include emergency service as well as 2 full Premium Preventative Maintenance Visits.

**3.9.8** The Nitrogen Generator must also have 3 years of warranty coverage.

**3.10 Uninterruptable Power Supply**

**3.10.1** The package must include an Uninterruptable Power Supply (UPS) to power the system during a power outage or fluctuations until the generator is available.

**3.11 Toxicology Spectral Libraries**

**3.11.1** The package must include applicable toxicology spectral libraries for comparison of detected compounds.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Items and Services. The Contract shall be awarded to the Vendor that provides the Contract Item and Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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**4.2 Pricing Page:** Vendor should complete the Pricing Page by entering the unit price for each Commodity Line. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

**5. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 30 working days (six weeks) after receiving a purchase order. Contract Items must be delivered to Agency at WV OCME, 619 Virginia St. West, Charleston, WV 25302.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 7. PAYMENT:** Agency shall pay the amount, as shown on the Pricing Pages, for all Contract Services and deliverables performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:**
- Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

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**10. VENDOR DEFAULT:**

**10.1.** The following shall be considered a vendor default under this Contract.

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

**10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4.** Failure to remedy deficient performance upon request.

**10.2.** The following remedies shall be available to Agency upon default.

**10.2.1.** Immediate cancellation of the Contract.

**10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3.** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

### **Notary Verification**

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

STATE OF WEST VIRGINIA

Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Agilent Technologies, Inc.

Authorized Signature: [Signature] Date: 08/03/2021

State of Pennsylvania

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of August, 2021.

My Commission expires 05 MAY 2022

AFFIX SEAL HERE

Commonwealth of Pennsylvania - Notary Seal
Kimberly Zera, Notary Public
Montgomery County
My commission expires May 5, 2022
Commission number 1185103
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

Please see the following exceptions and clarifications.

- 3.2.2 – No integrated touch screen available
- 3.2.3 – No gravimetric measurement available
- 3.3.2 – Max flow = 5 mL/min
- 3.4.7 – Carryover of <0.003% standard and <0.0009% with Multiwash
- 3.4.13 – No front panel display available
- 3.5.1 – Column thermostat uses heat exchangers
- 3.6.4 – Polarity Switching < 25 ms
- 3.6.9 – Scan Speed – 17,000 Da/sec
- 3.6.12 – Pause Time specific to one vendor and Agilent does not see it as a necessary specification
- 3.8.1 – Agilent's 1290 Multi-sampler supports 16 well plates (MTP) and up to 8 deep well plates
- 3.9.4 – Agilent guarantees support availability for 7 years after end of production

In reference to Insurance, attached is Agilent's Memorandum of Insurance. The insurance provisions listed on the Memorandum indicate the insurance coverage Agilent will evidence if awarded this contract. If Agilent is the successful vendor, Agilent will provide a Certificate of Insurance upon award notification.

<b>MEMORANDUM OF INSURANCE</b>	<b>DATE</b> 05-Nov-2020
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This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=2358. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

<b>PRODUCER</b> Marsh USA Inc. dba Marsh USA Risk & Insurance Services ("Marsh")	<b>COMPANIES AFFORDING COVERAGE</b>
	Co. A Old Republic Insurance Company
<b>INSURED</b> Agilent Technologies, Inc. 5301 Stevens Creek Blvd. M/S 1A-IR, Santa Clara California 95051 United States	Co. B
	Co. C
	Co. D
	Co. E
	Co. F

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	MWZY314260-20	01-Nov-2020	01-Nov-2021	GENERAL AGGREGATE	USD 5,000,000
					PRODUCTS - COMP/OP AGG	USD 5,000,000
					PERSONAL AND ADV INJURY	USD 5,000,000
					EACH OCCURRENCE	USD 5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD 5,000,000
					MED EXP (ANY ONE PERSON)	USD 5,000
A	AUTOMOBILE LIABILITY Any Auto	MWTB314258-20	01-Nov-2020	01-Nov-2021	COMBINED SINGLE LIMIT	USD 5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
A	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	MWC314259-20	01-Nov-2020	01-Nov-2021	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD 5,000,000
					EL DISEASE - POLICY LIMIT	USD 5,000,000
					EL DISEASE - EACH EMPLOYEE	USD 5,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

<b>MEMORANDUM OF INSURANCE</b>		<b>DATE</b> 05-Nov-2020
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<b>PRODUCER</b> Marsh USA Inc. dba Marsh USA Risk & Insurance Services ("Marsh")	<b>INSURED</b> Agilent Technologies, Inc. 5301 Stevens Creek Blvd. M/S 1A-IR, Santa Clara California 95051 United States	
<b>ADDITIONAL INFORMATION</b> comments		
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