



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

Solicitation

NUMBER
AGR1341

PAGE
1

ADDRESS CORRESPONDENCE TO/ATTENTION OF
GUY NISBET 304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE
VENDOR
Agilent Technologies, Inc.
2850 Centerville Road, MS 3N3
Wilmington, DE 19808

SHIP TO
DEPARTMENT OF AGRICULTURE
JOBSITE
SEE SPECIFICATIONS

BID RECEIVED LATE
BUYER *[Signature]*
WITNESS *[Signature]*
DISQUALIFIED

DATE PRINTED
07/23/2013

BID OPENING DATE: 08/20/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		493-69	51,951.60	51,951.60
OPTICAL EMISSION SPECTROMETER						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS FOR THE PURCHASE OF A INDUCTIVELY COUPLED PLASMA - OPTICAL EMISSION SPECTROMETER FOR THE AGENCY LOCATION IN MOORFIELD, WV. PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ AGR1341 ***** TOTAL:						51,951.60
*Agilent Technologies is bidding Agilent's 710 axial viewed ICP-OES, in accordance with Quote No. 1449505 and descriptive documents, which are attached and hereby incorporated by reference. Our system is equivalent to the one referenced in your specifications. Please refer to our quotation for a complete product listing, descriptions, and individual prices. Agilent must take exception to the dual view. We offer all the optical wavelengths without the need to switch from an axial to a radial viewed plasma. This switching between views is unnecessary and the Agilent design reduces operating costs of Argon. Please note that the software is not compatible with WinLab 32. If you should have technical questions regarding our products, please call Kirk Holladay at 407-489-2156. If you should have questions regarding this response, please contact Jeff Harrigan at (302) 633-8173.						

08/20/13 02:56:47 PM
West Virginia Purchasing Division
08/20/13 02:56:49 PM
West Virginia Purchasing Division

SIGNATURE * <i>[Signature]</i>	TELEPHONE 800-227-9770	DATE 8/19/2013
TITLE Business Sales Spec.	FEIN 77-0518772	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

 - ☐ 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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 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 in order 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 non-binding.

Question Submission Deadline: August 07, 2013 at 3:00 PM. EST.

Submit Questions to: Guy Nisbet, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: 304.558.3970
Email: Guy.L.Nisbet@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 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 bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: August 20, 2013 at 1:30 PM. EST.

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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

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

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"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

and extends for a period of _____ year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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 _____ (10) Weeks

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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 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. **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.

7. **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.

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

- ☐ **BID BOND:** All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **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 issued and 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.

- ☐ **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.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☐ **Commercial General Liability Insurance:**
or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☐
- ☐
- ☐
- ☐
- ☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein 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.
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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. 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.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, 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 submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. 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>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

REQUEST FOR QUOTATION
AGR1341
Inductively Coupled Plasma-Optical Emission Spectrometer Optima 8000 or EQUAL

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Dept. of Agriculture to establish a contract for the one time purchase of Inductively Coupled Plasma-Optical Emission Spectrometer or EQUAL.
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 Item”** means Inductively Coupled Plasma-Optical Emission Spectrometer or equal.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as AGR1341.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Inductively Coupled Plasma-Optical Emission Spectrometer Optima 8000 or EQUAL**
 - 3.1.1.1 Inductively Coupled Plasma-Optical Emission Spectrometer Optima 8000 or EQUAL must have flat plate plasma generation technology which uses approximately half the argon of traditional helical coil systems.
 - 3.1.1.2 Dual viewing optics are required to allow the plasma to be viewed radially or axially.
 - 3.1.1.3 The selection of axial or radial viewing must be software controlled with automated adjustment of the plasma alignment in both the horizontal and vertical directions.

REQUEST FOR QUOTATION
AGR1341
Inductively Coupled Plasma-Optical Emission Spectrometer Optima 8000 or EQUAL

- 3.1.1.4 The spectrometer must cover the full spectral range of 160-900nm.
- 3.1.1.5 The instrument must be able to determine all desired elements using one analytical method, with multiple wavelengths per element, both axially and radially.
- 3.1.1.6 The instrument must be able to deselect selected wavelengths from a method prior to measurement.
- 3.1.1.7 System should include a pneumatically controlled shutter that opens and closes for each sample, protecting the first transfer mirror and extending the useful lifetime of the mirror.
- 3.1.1.8 Inductively Coupled Plasma-Optical Emission Spectrometer Optima 8000 or EQUAL must be compatible with WinLab32 software. Software must be able to append a method to an autosampler run during the run.
- 3.1.1.9 Inductively Coupled Plasma-Optical Emission Spectrometer Optima 8000 or EQUAL must have a compressed air shear gas system to eliminate interferences in the plasma. The torch must be able to be adjusted for plasma viewing while the plasma is lit. The system must have a three channel peristaltic pump to allow for online addition of internal standards.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Pricing Page:** Vendor should complete the Pricing Page by filling the model no./brand name, unit price, extended amount, and the bidder/vendor information. 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.

REQUEST FOR QUOTATION
AGR1341
Inductively Coupled Plasma-Optical Emission Spectrometer Optima 8000 or EQUAL

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall deliver the Contract Items within 10 weeks after receiving a notice to proceed. Vendor is responsible for the set up and complete training of lab staff onsite following delivery of the instrument. Contract Items must be delivered to Agency at WV Dept. of Agriculture, 60B Industrial Park Rd., Moorefield, WV 26836.

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 either 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.

REQUEST FOR QUOTATION


AGR1341

Inductively Coupled Plasma-Optical Emission Spectrometer Optima 8000 or EQUAL

- 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.

All bids must include all fees for delivery to: WV Dept of Agriculture 60 B Industrial Park Rd. Moorefield, WV 26836 Vendor
is responsible for the set up and complete training of lab staff onsite following delivery of instrument.

PRICING PAGE

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
1	Inductively Coupled Plasma-Optical Emmission Spectrometer Optima 8000 or EQUAL	710 ICP-OES from Agilent	1	51,951.60	51,951.60
	Failure to use this form may result in disqualification			GRAND TOTAL	51,951.60
	Bidder / Vendor Information				
Name:	Agilent Technologies, Inc.				
Address:	2850 Centerville Road, MS 3N3				
	Wilmington, DE 19808				
Phone:	800-227-9770				
Email Address:	LSCABIDS@AGILENT.COM				
Authorized Signature:	* 				

*Please see signature statement of equivalency which appears on page one.

Rev. 07/12

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____
 Date: _____

Signed: _____
 Title: _____

RFQ No. AGR 1341STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: 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.


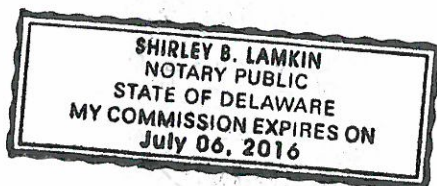
"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership 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 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:  Date: 8/19/2013State of DelawareCounty of New Castle, to-wit:Taken, subscribed, and sworn to before me this 19 day of August, 2013.My Commission expires July 6, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC

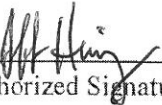

Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Agilent Technologies, Inc.

(Company)



(Authorized Signature)

Jeff Harrigan, Business Sales Specialist

(Representative Name, Title)

800-227-9770

302-993-5941

(Phone Number)

(Fax Number)

8/19/2013

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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:

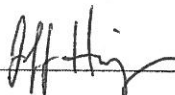
(Check the box next to each addendum received)

<input checked="" 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

8/19/2013

Date

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



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

Solicitation

NUMBER
AGR1341

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

*C08144020 800-227-9770
AGILENT TECHNOLOGIES INC
SALES & SERVICE CTR LSCA BID
2850 CENTERVILLE RD
WILMINGTON DE 19808-1610

DEPARTMENT OF AGRICULTURE
JOBSITE
SEE SPECIFICATIONS

DATE PRINTED

08/12/2013

BID OPENING DATE:

08/20/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
ADDENDUM ISSUED TO PUBLISH VENDOR SUBMITTED QUESTIONS, AND AGENCY RESPONSES TO QUESTIONS, PER THE ATTACHED DOCUMENTATION.						
NO OTHER CHANGES.						
0001	1	LS		493-69	51,951.60	51,951.60
OPTICAL EMISSION SPECTROMETER						
***** THIS IS THE END OF RFQ AGR1341 ***** TOTAL:						51,951.60
*Agilent Technologies is bidding Agilent's 710 axial viewed ICP-OES, in accordance with Quote No. 1449505 and descriptive documents, which are attached and hereby incorporated by reference. Our system is equivalent to the one referenced in your specifications. Please refer to our quotation for a complete product listing, descriptions, and individual prices. Agilent must take exception to the dual view. We offer all the optical wavelengths without the need to switch from an axial to a radial viewed plasma. This switching between views is unnecessary and the Agilent design reduces operating costs of Argon. Please note that the software is not compatible with WinLab 32. If you should have technical questions regarding our products, please call Kirk Holladay at 407-489-2156. If you should have questions regarding this response, please contact Jeff Harrigan at (302) 633-8173.						

SIGNATURE *

TELEPHONE

800-227-9770

DATE

8/19/2013

TITLE
Business Sales Spec.

FEIN

77-0518772

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: AGR1341
Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum issued to publish vendor submitted questions and agency responses to these questions. No other changes to solicitation.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

AGR1341
Vendor Submitted Questions
(8/07/2013)

1. Our ICP-OES has an equivalent system to the system requested in AGR1341. However, the below specs are not required due to equivalency, or we do not meet them. If you feel these are not subject to change, and the end user is not receptive to qualified bid responses, we will opt to no-bid this request.

A. 3.1.1.1 Helical coil system, but our sealed optics do not require an Argon purge.

B. 3.1.1.4 160-900 nm Our system is 165-770nm, would this be acceptable?

C. 3.1.1.7 Our optics system does not require the described transfer mirror. The optics are Rowland based...., not Echelle based.

A.1. Specifications do not meet the expectations of the instrument required.
(I've attached a brochure on our SPECTROBLUE system, and performance specs in water.)

Q.2. Is a computer required as part of the bid?

A.2. Yes

Q.3. What type of samples are going to be used for this instrument:

Aqueous samples? yes
Viscous samples?
High solid samples? yes
Organic solvent samples?
Volatile organic solvent samples
High Salt samples
High sensitivity samples
Hydrofluoric acid samples
Limited volume samples

Q.4. Do you wish to cool the instrument with tap water or an external cooling device?

A.4. external cooling device

Q.5. Do you need increased sensitivity for any of the following elements: As, Se, Ge, Sn, Sb, Te, Bi, or Hg?

A.5. no

Q.6. Do you require Internal Standard addition?

A.6. yes

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR1341

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:

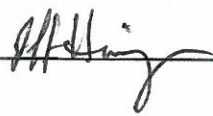
(Check the box next to each addendum received)

<input checked="" 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

8/19/2013

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012



Agilent Technologies

Guy Nisbet
Senior Buyer
State of West Virginia
1558 Washington St E
CHARLESTON WV 25311-2510

TEL: 304 558 8802 FAX: 304 558 3970

Quotation

Quote No.	Create Date	Delivery Time	Page
1449505	08/12/2013	5 Weeks	1 of 3
Contact	Phone no.	Valid to	
Kirk Holladay	407-489-2156	10/11/2013	
To place an order: Call 1-800-227-9770 Option 1			
For Instruments Fax : 302-633-8953			
For Consumables Fax : 302-633-8901			
Email : LSCAinstrumentsales@agilent.com			
For Genomics Fax: 512-321-3128			
Email : orders@agilent.com			
For additional instructions, see last page			

Solicitation AGR 1341

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
G8464AA Agilent 710 axial viewed ICP-OES with mass flow controlled nebulizer, 3 channel pump, polychromator, Megapixel CCD, OneNeb nebulizer, glass cyclonic spraychamber, torch, PC and ICP Expert Software With the following configuration: Ship-to Country : USA Installation (44K) Familiarization at Installation (44L)	1.000 EA	84,555.00 USD	33,822.00-	50,733.00
Item Total				50,733.00
Special discount of 40.00 % is applied.				
6610030100 Bottle ICP-OES Wavecal soln 500mL 5 ppm ICP-OES wavelength calibration solution; 500 mL, contains 5 mg/L Al, As, Ba, Cd, Co, Cr, Cu, Mn, Mo, Ni, Pb, Se, Sr, Zn and 50 mg/L K in 5 % HNO3 + tr HF	1.000 EA	390.00 USD	156.00-	234.00
Item Total				234.00
Special discount of 40.00 % is applied.				



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Quote No.	Create Date	Delivery Time	Page
1449505	08/12/2013	5 Weeks	2 of 3
Contact	Phone no.	Valid to	
Kirk Holladay	407-489-2156	10/11/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax : 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
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G1879B Heat exchanger PolyScience Model 3370 Air Cooled Recirculator	1.000 EA	1,641.00 USD	656.40-	984.60
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With the following configuration:
Ship-to Country : USA

Item Total	984.60
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Special discount of 40.00 % is applied.

Gross Amount	:	\$	86,586.00
Total Discount	:	\$	34,634.40
Net Amount	:	\$	51,951.60
Total	:	\$	51,951.60



Agilent Technologies

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TO PLACE AN ORDER, Agilent offers several options:

- 1) Visit <http://www.agilent.com/chem/supplies> to place online orders using a purchase order or credit card.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8am and 8 pm Eastern time in the U.S., Canada & Puerto Rico.
- 3) To place an order for Consumables, please fax the order to 302-633-8901.
To place an instrument and/or software order, please fax the order to 302-633-8953.
To place an order for Genomics, please fax the order to 512-321-3128, or email to orders@agilent.com
- 4) Or you can mail your order to:
Agilent Technologies
North American Customer Contact Center
2850 Centerville Road BU3-2
Wilmington, DE 19808-1610

To place an order, the following information is required:

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

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

TO CHECK THE STATUS OF AN ORDER:

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

FINANCING AND LEASING - A wide range of options are available from Agilent's preferred financing partner, Leasing Group Inc. (LGI).

For more information or to discuss how monthly payments could suit your operational or budgetary requirements, contact your Agilent Account Manager or contact LGI at 800-944-1370.

TERMS AND CONDITIONS:

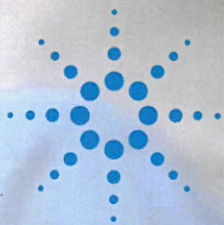
- Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
- All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring 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.

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

The sale of standard Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any LSCA Supplemental Terms or other applicable terms referenced herein. If any Products or Services are manufactured, configured or adapted to meet Customer's requirements, the sale of all Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale for Custom Products and any LSCA Supplemental Terms or other applicable terms referenced herein. A copy of Agilent's Terms of Sale, Agilent's Terms of Sale for Custom Products and the LSCA Supplemental Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will apply to those Products and Services. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Product and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.



Accurate. Robust. Reliable.

AGILENT 710 SERIES ICP-OES

The Measure of Confidence



Agilent Technologies

Agilent						
1938 HP is formed	1965 HP enters the gas chromatography market	1976 HP 5992A introduced as the world's first benchtop GC/MS	1983 HP redefines 'reliability' in GC with the introduction of the HP 5890A	1994 Launch of the 4500 Series, the world's first benchtop ICP-MS	2009 Launch of the Agilent 7700 Series ICP-MS featuring Agilent's HMI & ORS ³ Cell	2010 Varian becomes a part of Agilent
Varian						
1948 Varian Associates is formed	1957 Built components for world's first AA (as Techtron)	1991 Releases first sequential ICP-OES	1994 Axial ICP-OES with cooled cone interface released	1997 Patented Vista chip CCD detector with full wavelength coverage	2006 Launch of the 700 Series ICP-OES — world's fastest ICP-OES	

Stable and accurate results for all sample types

With over 6,000 ICP-OES systems worldwide, Agilent's plasma generation is field-proven, robust, and consistently provides stable and accurate results, even with the most challenging samples.

- Superior plasma performance allows direct analysis of samples ranging from organic solvents to industrial waste and brines, minimizing sample preparation times.
- Agilent's innovative cooled cone interface eliminates the use of expensive shear gases, saving you money.
- Advanced optical design with no moving parts and robust plasma generation ensure superb long term stability.
- The CCD detector and optimized optical design give excellent signal-to-noise performance, ensuring low detection limits.
- The dedicated sample introduction system and axially-viewed plasma of the 710 Series ICP-OES provide maximum sensitivity for routine trace-level applications.
- The radially-viewed 715 ICP-OES features efficient sample introduction for maximum robustness, allowing you to analyze the most demanding samples with ease.
- Enhance the performance of the 710 Series with accessories such as the VGA for mercury and hydride forming elements, the fast SPS autosampler for unattended automation, the SVS switching valve for immediate rinsing and improved productivity, the AGM for organic matrices and the USN for lower detection limits with environmental samples.

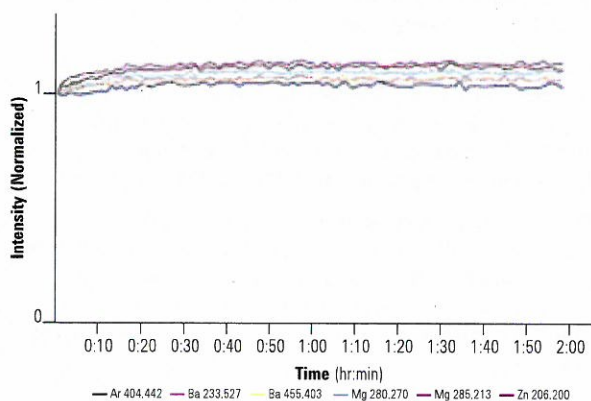
Industry leading performance

Achieve accurate and precise results for low wavelength elements at µg/L levels. Results are shown for toxic elements in polyethylene (European Reference Material EC681) measured on the 710 Series (corrected for 100-fold dilution).

	Certified range mg/kg	Measured value mg/kg
Hg 184.887	4.35 – 4.65	4.60
Cd 214.439	21.0 – 22.4	21.7
Pb 220.353	13.1 – 14.5	13.7
Cr 267.716	17.1 – 18.3	17.5

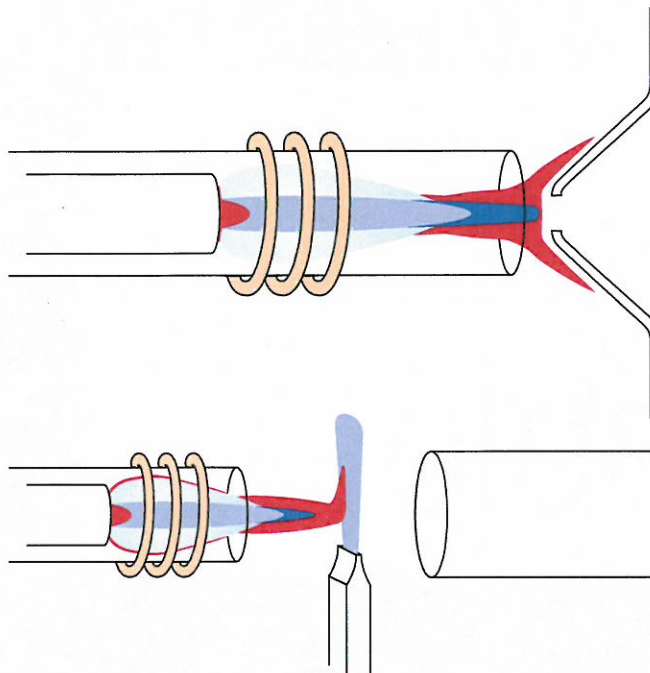
Fastest warm-up time

Shown is the rapid stabilization of Ar, Ba, Mg, and Zn following plasma ignition. Exceptionally fast warm-up time allows samples to be analyzed in less than 10 minutes after plasma ignition, minimizing delays and saving argon costs.



Minimize interferences

The Cooled Cone Interface (CCI) efficiently removes the cool plasma tail (the red zone, top) away from the optical path. This minimizes self-absorption and recombination interferences to provide a wide linear dynamic range and low background for the best detection limits. Dual view plasmas (bottom), do not fully remove the cool plasma tail, degrading performance and linear dynamic range.



Robust performance for industrial applications

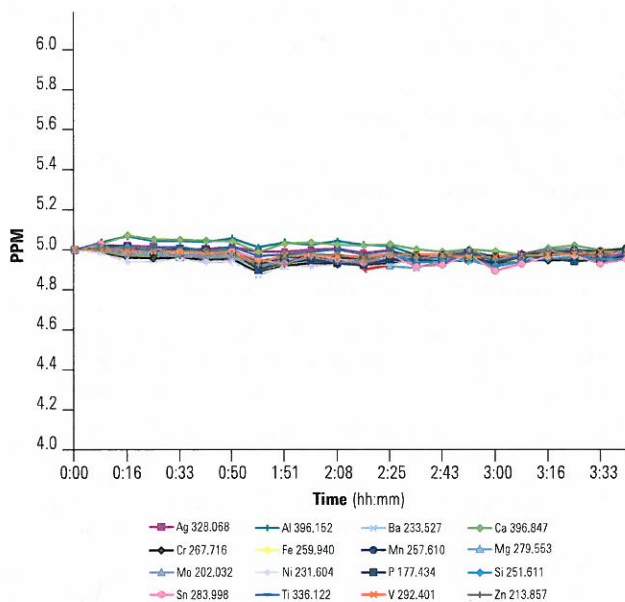
If long term analysis of the most difficult sample types is required, Agilent's 715 ICP-OES offers the benefits of robust operation with minimal maintenance. The radially-viewed plasma is vertically oriented, providing immediate venting of exhaust vapors for reduced injector tube blockage and long term stable performance with high levels of dissolved solids. Vertically orientated, radially-viewed plasma systems are the accepted standard in many industries including chemicals manufacture, salt production, wear metals analysis, petrochemical production and precious metals refining. Dual view plasma systems, which feature horizontal torches, cannot match the rugged, high dissolved salt performance of the 715 ICP-OES.

Agilent's robust RF generator system provides the rugged stability needed to ensure excellent long term stability with challenging samples. The radial configuration is also preferred for organic applications as the vertical plasma reduces carbon build up in the injector. Use the programmable viewing height to select the optimum viewing position in the plasma, reduce background, and eliminate interferences from carbon and oxygen based molecular emissions. This means improved detection limits are achieved without the use of oxygen.

Whether you are performing process control in the petrochemical industry, determining major, minor and trace compositions of rocks, soils or sediments, or measuring contaminants in used oils, the 715 ICP-OES offers stable, reliable performance for all sample types.

Stable and reliable performance

Four hour stability study for 5 mg/L S21 elements in directly aspirated kerosene shows the stable and reliable performance of the 715 ICP-OES for difficult organic solvents.

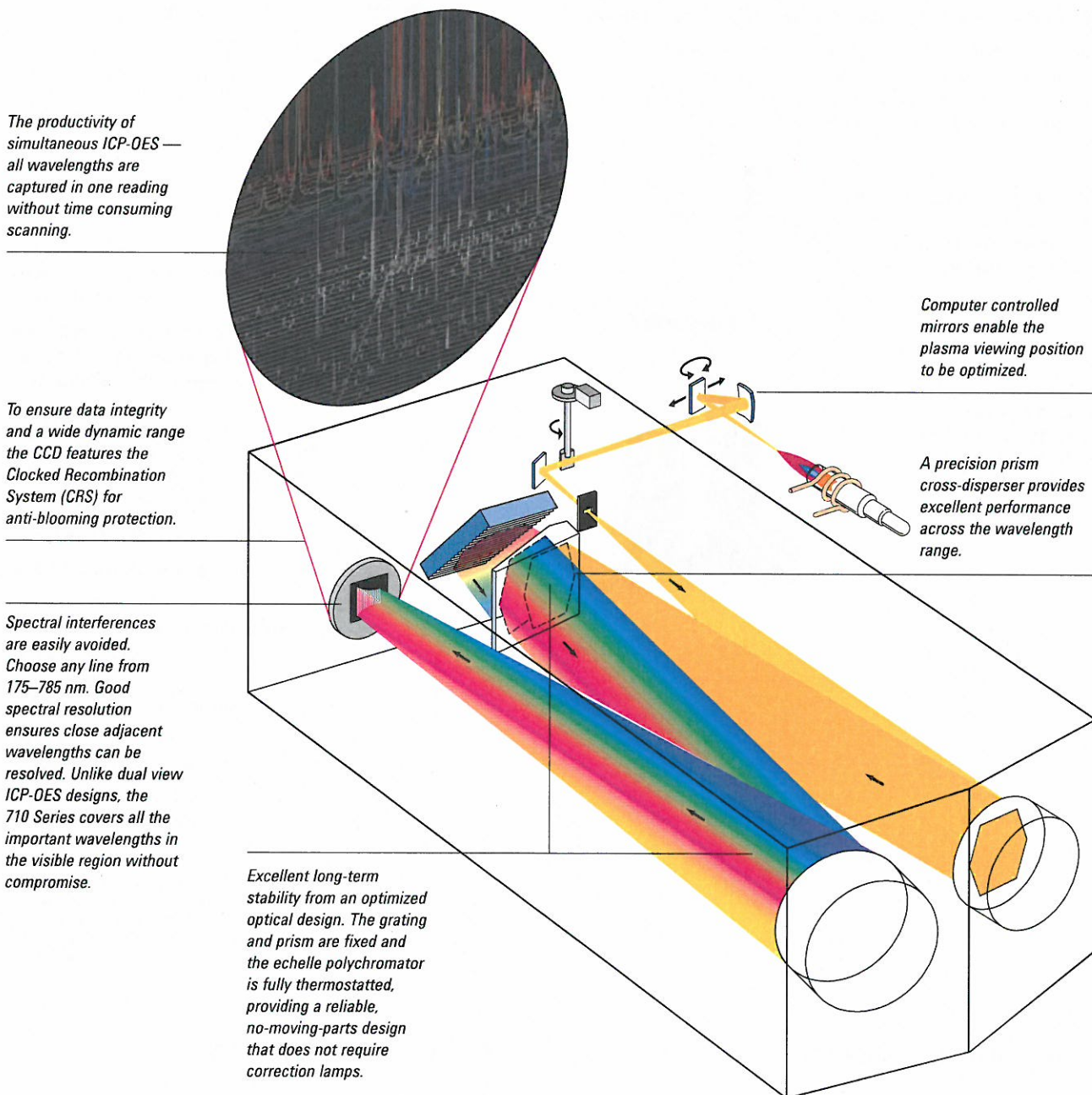


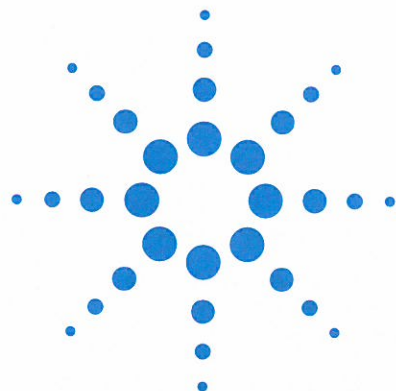
SIMULTANEOUS ICP-OES

Whether you have tens or hundreds of samples to analyze each day, the Agilent 710 Series ICP-OES will save you time and money.

The detector provides over 1.1 million pixels in a large area, CCD array design. It captures the entire spectral image in one reading, saving you time and reducing running costs. Simultaneous ICP measurement means simultaneous background correction and internal standardization — resulting in more accurate and precise

results with excellent long term stability. The unique CCD array detector is cooled to -30°C for excellent low noise performance and best possible detection limits. For the best value simultaneous ICP-OES, choose the Agilent 710 Series.

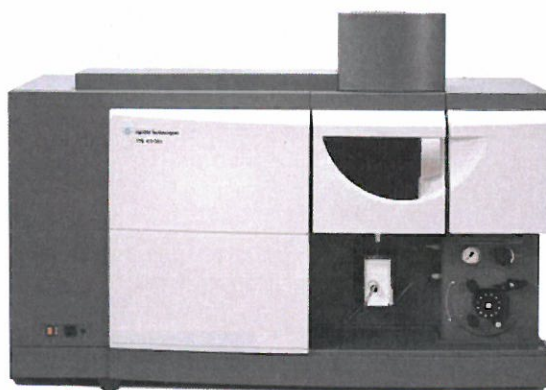




Agilent 710 Series ICP-OES

Accurate. Robust. Reliable.

Specifications



Introduction

Agilent 710 Series ICP-OES spectrometers are manufactured according to a quality management system certified to ISO 9001.

Design overview

The Agilent 710 and 715 ICP-OES systems are compact, bench-mounted simultaneous Inductively Coupled Plasma Optical Emission Spectrometers (ICP-OES) with full PC control of instrument settings and compatible accessories. They feature an innovative megapixel CCD detector designed specifically for ICP-OES and provide complete wavelength coverage from 177–785 nm.

Agilent ICP-OES systems are available in either axially (710) or radially (715) viewed configurations and include a free-running, air-cooled 40 MHz RF generator with solid-state HV power supply, purged echelle polychromator and full PC control of plasma viewing position and plasma gas flows. Fully web-integrated ICP Expert II software uses Agilent's worksheet concept for ease of use, rapid operator training, and commonality with Agilent Atomic Absorption products.



Agilent 710 Series ICP-OES

Instrument hardware

Optical system

- Computer-optimized echelle optical design with no moving optical parts ensures lowest detection limits and maximum stability
- 400 mm focal length polychromator is thermostatted to 35 °C for excellent stability. Features a precision prism cross disperser and echelle grating (94.74 lines/mm) creating an echellogram (of 70 orders) that is projected onto the megapixel CCD detector
- Standard polychromator purge of 0.75 L/min with PC controlled 3 L/min boost purge for operation with emission lines having wavelengths below 185 nm. Can be purged with either argon or nitrogen (requires optional nitrogen purge kit)

Megapixel CCD detector

- Innovative megapixel CCD detector features 1.12 million pixels, each 15 µm x 15 µm in an X-Y grid array for full wavelength coverage from 177 nm to 785 nm. The detector is thinned and back illuminated for enhanced Quantum Efficiency (QE) in the UV. The detector is mounted on a two stage Peltier device and cooled to -30 °C for low dark current and noise
- Auto Integration allows intense and trace signals to be measured simultaneously at the optimum signal-to-noise ratio, providing lowest possible detection limits and preventing over-range signals – more intense peaks are allocated shorter integration times and less intense peaks are allocated longer times
- The megapixel CCD detector features anti-blooming protection on each pixel. This enables the simultaneous measurement of trace level analytes in the presence of nearby intense signals

Instrument software

Features

ICP Expert II is an easy-to-use, web-integrated instrument software package. It features wizards that guide users through method and sequence development and method templates for rapid development of commonly used methods.

- Computer control of plasma gas flows, plasma viewing position, ignition, RF power, safety interlocks and utilities monitoring
- Choice of background correction techniques from traditional off-peak background correction to unique fitted background correction
- Fast Automated Curve-fitting Technique (FACT) for online spectral deconvolution of complex spectra
- MultiCal assists in extending linear dynamic range and automatic validation of results
- Number of replicates measured can be set by solution type (calibration standards, QC solutions, samples)
- Calibration routines for multi-element external calibration and method of standard addition
- Calibration reslopes eliminate the need for full re-calibration
- User-customizable Quality Control Protocols (QCP) designed to meet US EPA and other international compliance standards
- Fully editable sample label list with optional customer and batch label fields
- Weight/volume/dilution correction factors with user-definable concentration units conversion for samples and calibration/QC solutions
- Autosampler rack and tube positions can be edited for true random access sampling
- Sequence options include calibration/reslope/QCP error actions and end of analysis actions

Agilent 710 Series ICP-OES

Analytical performance

Typical detection limits

3 sigma detection limits (µg/L) using a 30 second integration time

Element	Wavelength (nm)	715 radial (µg/L)	710 axial (µg/L)	Element	Wavelength (nm)	715 radial (µg/L)	710 axial (µg/L)
Ag	328.068	1	0.5	Mg	279.553	0.1	0.02
Al	396.152	4	0.9	Mn	257.610	0.15	0.05
As	188.980	12	2	Mo	202.032	2	0.5
Au	242.794	5	1	Na	589.592	1.5	0.2
B	249.772	1.5	0.3	Ni	231.604	2.1	0.7
Ba	455.403	0.15	0.03	P	177.434	15	3
Be	313.107	0.15	0.03	Pb	220.353	8	1.5
Bi	223.061	10	2.5	S	181.972	13	4
Ca	396.847	0.3	0.01	Sb	206.834	15	3
Cd	214.439	0.5	0.08	Se	196.026	16	4
Ce	418.659	7	2	Si	251.611	5	2
Co	238.892	1.2	0.3	Sn	189.927	10	1.6
Cr	267.716	1	0.2	Sr	407.771	0.1	0.02
Cu	324.754	1.5	0.5	Ti	334.941	0.5	0.15
Fe	238.204	0.9	0.2	Tl	190.794	10	2
Hg	184.887	2.5	0.9	V	292.401	2	0.5
K	766.491	4	0.3	Zn	213.857	0.8	0.2
Li	670.783	1	0.06	Zr	343.823	1.5	0.3

Accessories

Autosampler

- Agilent SPS 3 high throughput autosampler, with fast X, Z, theta arm movement
- Capacity for up to three sample racks and two standard racks. Racks may be exchanged during analysis for unlimited sample capacity
- Fully compatible with optional online diluter
- Compatible with a wide range of commercially available, autoclavable, laboratory racks

Diluter

- Optional precision syringe auto-diluter for Agilent SPS 3, performs automatic online over-range dilution and automatic off-line sample and calibration solution preparation using optional Roboprep software

Automatic online dilution

- Online dilution of over-range elements with user-definable dilution and mixing options
- Serial dilution of samples until analyte results are in-range
- Combine with MultiCal to further extend the linear dynamic range

Agilent 710 Series ICP-OES

Installation requirements

System installation

For details of ICP-OES installation requirements refer to the Pre-installation manual, publication number 8510233700.

Customer support policies

Warranty

Twelve (12) months, though this may vary according to location.

Hardware support period

Seven (7) years from date of last unit manufacture. After this time, parts and supplies will be provided if available.

Software support

Telediagnostic capability is available for some instrument models. Availability of Telediagnostic support may vary according to location. Software upgrades to fix nonconformances or safety problems will be issued free of charge. Software upgrades to add additional functionality will require an additional fee.

Online user group

All Agilent ICP-OES users can join our free email users group, PlasmaNet, which has access to Agilent ICP-OES users and Agilent support staff worldwide.

Further details

More information

For further information please consult your Agilent office or supplier, or our Web site at www.agilent.com