



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

Solicitation

NUMBER
CME15037

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BOB KILPATRICK 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Agilent Technologies Inc.
2850 Centerville Rd
Wilmington, DE 19808

HEALTH AND HUMAN RESOURCES
BUREAU FOR PUBLIC HEALTH
OFFICE CHIEF MEDICAL EXAMINER
619 VIRGINIA STREET, WEST
CHARLESTON, WV
25302 304-558-4865

DATE PRINTED
06/26/2014

BID OPENING DATE: 07/23/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), OFFICE OF THE CHIEF MEDICAL EXAMINER, TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF A GAS CHROMATOGRAPH/EXTRACTOR MASS SELECTIVE DETECTOR SYSTEM, INCLUDING ACCESSORIES, SOFTWARE, LIBRARIES, SETUP AND INSTALLATION, TRANSFER OF "IN-HOUSE" MASS SPECTRAL LIBRARY DATA, ON-SITE TRAINING, AND SUPPORT, MAINTENANCE AND WARRANTY, PER THE ATTACHED DOCUMENTATION.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none">1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS2. GENERAL TERMS AND CONDITIONS3. CME15037 SPECIFICATIONS, INCLUDING PRICING PAGES4. CERTIFICATION AND SIGNATURE PAGE5. PURCHASING AFFIDAVIT6. VENDOR PREFERENCE CERTIFICATE						
0001	1	EA	493-99		\$ 121,215.01	\$ 121,215.01
INGRATED GAS CHROMATOGRAPH/MASS SELECTIVE DETECTOR						
SYSTEM, AGILENT TECHNOLOGIES 7890B/5977A GAS CHROMATOGRAPH/MASS SELECTIVE DETECTOR SYSTEM OR EQUAL						
<p>*Agilent Technologies, Inc. (Agilent) is bidding in accordance with quotation NO 1662850, which is attached and hereby incorporated by reference. Agilent's offered system meets the specifications of the solicitation with the following exception: The PC included with the 5977 (Part No. G7044AA) only included 8GB of RAM. If Agilent should be the successful bidder, please reference our quotation number on your purchase order.</p>						
SIGNATURE				TELEPHONE 800-227-9770		DATE 21 July 2014
TITLE Bid Contract Specialist		FEIN 77-0518772		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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CHARLESTON, WV
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	1	YR		952-85	\$ 12,508.80	12,508.80
TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:						
YEAR 1						
0003	1	YR		952-85	Included	Included
TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:						
YEAR 2						
0004	1	YR		952-85	Included	Included
TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:						
YEAR 3						
0005	1	EA		962-46	Included	Included
INTEGRATED GAS CHROMATOGRAPH/MASS SELECTIVE DETECTOR						
SYSTEM SET UP AND INSTALLATION AT 619 VIRGINIA STREET, WEST, CHARLESTON, WEST VIRGINIA.						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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Department of Administration
Purchasing Division
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BUREAU FOR PUBLIC HEALTH
OFFICE CHIEF MEDICAL EXAMINER
619 VIRGINIA STREET, WEST
CHARLESTON, WV
25302 304-558-4865

DATE PRINTED
06/26/2014

BID OPENING DATE: 07/23/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	1	EA		493-99	Included	Included
TRANSFER OF CURRENT IN-HOUSE .L DATA BASE LAYOUT FROM AGILENT 5973 SYSTEM TO NEW INGRATED GAS CHROMATOGRAPHIC/MASS SELECTIVE DETECTOR SYSTEM.						
0007	1	EA		924-35	Included	Included
ONSITE, ONE DAY INTEGRATED GAS CHROMATOGRAPH/MASS SELECTIVE DETECTOR SYSTEM ACCESSORIES, SOFTWARE, AND LIBRARIES TRAINING AT 619 VIRGINIA STREET, WEST, CHARLESTON, WEST VIRGINIA. VENDOR WILL BE RESPONSIBLE FOR ALL COST INCURRED FOR ITS STAFF TO ATTEND THE TRAINING SESSION; INCLUDING TRAVEL EXPENSES, LODGING AND MEALS.						
***** THIS IS THE END OF RFQ CME15037 ***** TOTAL:						\$ 133,723.81

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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: Wednesday, July 9, 2014 by 5:00pm

Submit Questions to: Robert P Kilpatrick, Senior Buyer

2019 Washington Street, East
Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: robert.p.kilpatrick@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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

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

SEALED BID: Agilent Technologies, Inc. Sealed Bid
 BUYER: Robert P Kilpatrick, File 22
 SOLICITATION NO.: CME15037
 BID OPENING DATE: 07/23/2014
 BID OPENING TIME: 1:30pm EST
 FAX NUMBER: 304-558-3970

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 NA 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: **Wednesday, July 23, 2014 at 1:30pm 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 **UPON AWARD**

and extends for a period of **ONE (1)** 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to **THREE (3)** successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. 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.

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 _____ days.

☐ **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: *Please see attached, a copy of Agilent's Memorandum of Insurance for your reference.



Commercial General Liability Insurance:*
\$1,000,000.00 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
na
for na

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 of 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
CME15037 – INTEGRATED GAS CHROMATOGRAPH/MASS SELECTIVE
DETECTOR SYSEM

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Chief Medical Examiner (Agency) to establish a contract for the one time purchase of an integrated Gas Chromatograph/Mass Selective Detector System, including accessories, software, and libraries; telephone support, onsite maintenance, and warranty; set up and installation; transfer of current in-house data base; and onsite training.
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 the Integrated Gas Chromatograph/Mass Selective Detector System; telephone support, onsite maintenance, and warranty; set up and installation; transfer of current in-house data base; and onsite training described in Sections 3.1 through 3.5 herein.
 - 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 and attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as CME15037.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Contract Item #1 – Quantity: 1 – Integrated Gas Chromatograph/Mass Selective Detector System, Agilent Technologies 7890B/5977A Gas Chromatograph/Mass Selective Detector System, or Equal.**
 - 3.1.1.1 Integrated Gas Chromatograph/Mass Selective Detector System must be an Agilent Technologies 7890B/5977A Gas Chromatograph/Mass Selective Detector System, or equal. If alternate integrated Gas Chromatograph/Mass Selective Detector:

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CME15037 – INTEGRATED GAS CHROMATOGRAPH/MASS SELECTIVE
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- 3.1.1.2 Integrated Gas Chromatograph/Mass Selective Detector System must have a high performance turbo pump – 260 L/sec or greater.
- 3.1.1.3 Integrated Gas Chromatograph/Mass Selective Detector System must include an extractor EI (electron impact) source or equal.
- 3.1.1.4 Integrated Gas Chromatograph/Mass Selective Detector System must have a CI (chemical ionization source (both negative and positive).
- 3.1.1.5 Integrated Gas Chromatograph/Mass Selective Detector System must have an ion gauge kit – to monitor vacuum and use in leak detection.
- 3.1.1.6 Integrated Gas Chromatograph/Mass Selective Detector System must have a mass spectrometer communication with Gas Chromatograph to stop carrier flow (helium or hydrogen) if mass spectrometer shuts down.
- 3.1.1.7 Integrated Gas Chromatograph/Mass Selective Detector System must have an ion source must be fully inert (not just coated) to reduce analyte degradation due to active sites.
- 3.1.1.8 Integrated Gas Chromatograph/Mass Selective Detector System must allow synchronous SIM/Scan at rates of at least 12,500 u/sec.
- 3.1.1.9 Integrated Gas Chromatograph/Mass Selective Detector System must have mass axis stability that is greater than 0.10 u over 48 hours.
- 3.1.1.10 Integrated Gas Chromatograph/Mass Selective Detector System must have signal to noise ratio of 1500:1 on a 1 ul manual injection of 1 pg/uL Octafluoronaphthalene (OFN) standard, scan from 50-300 amu measuring nominal m/z 272 ion, helium carrier gas.
- 3.1.1.11 Integrated Gas Chromatograph/Mass Selective Detector System must have 10 fg or less detected in SIM mode, helium carrier gas, monitoring ion 272 u, using auto injector.
- 3.1.1.12 Integrated Gas Chromatograph/Mass Selective Detector System must have a mass range 1.6 – 1050 u or greater.
- 3.1.1.13 Due to limited bench space, Gas Chromatograph/Mass Selective (instrument only) shall not exceed 36 inches in width.

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- 3.1.1.14 Integrated Gas Chromatograph/Mass Selective Detector System must have a mass spec shall run on standard 120VAC, 50/60 Hz power (no 220V power available) and be compatible with hydrogen carrier gas.
- 3.1.1.15 Integrated Gas Chromatograph/Mass Selective Detector System must have sleep/wake mode or equal to conserve power and carrier gas.
- 3.1.1.16 Integrated Gas Chromatograph/Mass Selective Detector System must have a source that will allow heating to at least 300°C to help reduce maintenance and cleaning frequency.
- 3.1.1.17 Integrated Gas Chromatograph/Mass Selective Detector System Quadrupole must allow heating to at least 200°C to help reduce maintenance and cleaning.
- 3.1.1.18 Integrated Gas Chromatograph/Mass Selective Detector System must have 100 psi split/splitless capillary injector.
- 3.1.1.19 Integrated Gas Chromatograph/Mass Selective Detector System must have back flush capabilities (vent large endogenous compounds to waste) or equal to reduce run time and detector contamination.
- 3.1.1.20 Integrated Gas Chromatograph/Mass Selective Detector System must have the ability to adjust carrier flow to make compound retention times reproducible from column to column (retention time locking or equal; based on user specified compound).
- 3.1.1.21 Integrated Gas Chromatograph/Mass Selective Detector System must have auto injector and tray. Tray must hold a minimum of 150 samples. Injector must be capable of preloading next sample before previous run is completed.
- 3.1.1.22 Gas Chromatograph must be compatible with helium or hydrogen as carrier gas and incorporate safety shut down protocols if leaks are detected.
- 3.1.1.23 Gas Chromatograph must have a column identical to column used in producing toxicology library specified below (software section) installed at check out.

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- 3.1.1.24 Integrated Gas Chromatograph/Mass Selective Detector System must have an oven temperature range – ambient +5°C to 350°C.
- 3.1.1.25 Integrated Gas Chromatograph/Mass Selective Detector System must have 20 oven ramps with minimum of 21 plateaus.
- 3.1.1.26 Integrated Gas Chromatograph/Mass Selective Detector System must have an oven that shall run on standard 120VAC, 50/60 Hz power (no 220V power available at installation site).
- 3.1.1.27 Chromatography software – integrated data acquisition and analysis. Must have complete control of both Gas Chromatograph and mass spec from computer using bi-directional LAN communications.
- 3.1.1.28 Integrated Gas Chromatograph/Mass Selective Detector System must include Wiley 10th edition/NIST 2011 MS libraries (combined) plus NIST search and AMDIS applications or equal.
- 3.1.1.29 Integrated Gas Chromatograph/Mass Selective Detector System must include a forensic toxicology drug/metabolite library containing at least 725 entries with retention time. Toxicology library must allow the easy addition of new drugs.
- 3.1.1.30 Integrated Gas Chromatograph/Mass Selective Detector System must have a program/method which searches mass spectral data which have been deconvoluted using AMDIS/NIST algorithms against the toxicology library plus uses retention time data to give presumptive matches. This program/method must be supplied on CD ROM with demo data files and report formats and be overlaid/incorporated within the data analysis software.
- 3.1.2 **Contract Item #2 – Quantity 3 Years (initial year plus two renewal years) – Telephone Support, Onsite Maintenance, and Warranty.**
 - 3.1.2.1 Vendor shall provide telephone support during Vendor's normal business hours; onsite maintenance; and hardware and software warranty for three years from date of installation for entire Gas Chromatograph/Mass Selective Detector System including all accessories, software, and libraries described in Section 3.1.1.

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3.1.3 Contract Item #3 – Quantity: 1 Lump Sum – Integrated Gas Chromatograph/Mass Selective Detector System Set Up and Installation.

3.1.3.1 Vendor shall set up and install Integrated Gas Chromatograph/Mass Selective Detector System, including all accessories, software, and libraries described in Section 3.1.1 at Agency location at 619 Virginia Street, West, Charleston, West Virginia.

3.1.4 Contract Item #4 – Quantity: 1 Lump Sum – Transfer of Current In-House .L Data Base Layout from Agilent 5973 System to New Integrated Gas Chromatograph/Mass Selective Detector System.

3.1.4.1 Vendor shall transfer Agency's "in house mass spectral library" (.L format) from the Agilent 5973 Gas Chromatograph/Mass Selective Detector system currently being used to the new integrated chromatograph/mass selective detector system.

3.1.5 Contract Item #5 – Quantity: 1 Lump Sum – System, Accessories, Software, and Libraries Training.

3.1.5.1 Vendor shall provide Agency one, 1-day onsite training on usage of Integrated Gas Chromatograph/Mass Selective Detector System, accessories, software, and libraries described in Section 3.1.1. Training will take place at 619 Virginia Street, West, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff to attend the training session; including travel expenses, lodging, and meals.

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.

Initial contract award will be only for the equipment described under Contract item 3.1.1; setup and installation described under contract item 3.1.3; transfer of current in-house .L data base layout described under contract item 3.1.4; and training described under contract item 3.1.5; and

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ONLY Year 1 of the telephone support, onsite maintenance, and warranty described under contract item 3.1.2. Year 2 telephone support, onsite maintenance, and warranty will be added to the purchase order upon a mutually agreed upon renewal change order for the first renewal year and Year 3 added upon a mutually agreed upon renewal change order for the second renewal year.

- 4.2 Pricing Page:** Vendor should complete the Pricing Page completing the Unit Price, Extended Price, and Grand Total fields. The Extended Price should be calculated by multiplying the Quantity by the Unit Price. The Grand Total should be calculated by adding the Extended Price Column. 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.

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. . Payment to Vendor will be made in arrears after delivery; setup and installation; and training are complete and 100% acceptance of Contract by Agency.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship equipment as described under Contract Item 3.1.1; provide setup and installation as described under Contract Item 3.1.3; provide transfer of current in-house .L data base layout services as described under Contract Item 3.1.4; provide training as described under Contract Item 3.1.5; and provide the initial Year 1 telephone support, onsite maintenance, and warranty as described under Contract Item 3.1.2 immediately after being awarded this Contract and receiving a purchase order, and by **NO LATER THAN AUGUST 31, 2014**. Year 2 telephone support, onsite maintenance, and warranty will be added to the purchase order upon a mutually agreed upon renewal change order for the first renewal year and Year 3 added upon a mutually agreed upon renewal change order for the second renewal year.

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

7.3.4 Failure to remedy deficient performance upon request.

7.4 The following remedies shall be available to Agency upon default.

7.4.1 Immediate cancellation of the Contract.

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

7.4.3 Any other remedies available in law or equity.

EXHIBIT A
CME15037 - PRICING PAGE

CONTRACT ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
3.1.1	Integrated Gas Chromatograph/Mass Selective Detector System, Agilent Technologies 7890B/5977A Gas Chromatograph/Mass Selective Detector System, or Equal.	1 Each	\$ 121,215.01	\$ 121,215.01
3.1.2	Telephone Support, Onsite Maintenance, and Warranty:			
	Year 1	1 Each	\$ 12,508.80	\$ 12,508.80
	Year 2	1 Each	Included	Included
	Year 3	1 Each	Included	Included
3.1.3	Integrated Gas Chromatograph/Mass Selective Detector System Set Up and Installation at 619 Virginia Street, West, Charleston, West Virginia.	1 Each	Included	Included
3.1.4	Transfer of Current In-House .L Data Base Layout from Agilent 5973 System to new Integrated Gas Chromatograph/Mass Selective Detector System	1 Each	Included	Included
3.1.5	Onsite, one-day Integrated Gas Chromatograph/Mass Selective Detector System, Accessories, Software, and Libraries Training at 619 Virginia Street, West, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff to attend the training session; including travel expenses, lodging, and meals.	One, 1-day Session	Included	Included
GRAND TOTAL:				\$ 133,723.81

Contract shall be awarded to the Vendor that provides the Contract Item meeting the required specifications for the lowest overall total cost.


Vendor shall ship equipment as described under Contract Item 3.1.1; provide setup and installation as described under Contract Item 3.1.3; provide transfer of current in-house .L data base layout services as described under Contract Item 3.1.4; provide training as

described under Contract Item 3.1.5; and provide the initial Year 1 telephone support, onsite maintenance, and warranty as described under Contract Item 3.1.2 immediately after being awarded this Contract and receiving a purchase order, AND BY NO LATER THAN AUGUST 31, 2014. Year 2 telephone support, onsite maintenance, and warranty will be added to the purchase order upon a mutually agreed upon renewal change order for the first renewal year and Year 3 added upon a mutually agreed upon renewal change order for the second renewal year.\

Contract Item shall be delivered to Agency at 619 Virginia Street, West, Charleston, West Virginia 25302.

VENDOR SECTION:

Vendor Name:	Agilent Technologies, Inc.
Physical Address:	2850 Centerville Rd Wilmington, DE 19808
Remit to Address:	Agilent Technologies 4187 Collections Center Drive Chicago, IL 60693
Telephone:	800-227-9770
Fax:	302-993-5941
Email:	LSCABIDS@Agilent.com
Vendor Representative (print name):	Dan Poling

Signature: 	Date: 21 July 2014
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*Agilent Technologies, Inc. (Agilent) is bidding in accordance with quotation NO 1662850, which is attached and hereby incorporated by reference. Agilent's offered system meets the specifications of the solicitation with the following exception: The PC included with the 5977 (Part No. G7044AA) only included 8GB of RAM. If Agilent should be the successful bidder, please reference our quotation number on your purchase order.

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)

Dan Poling, Bid Contract Specialist

(Representative Name, Title)

800-227-9770

302-993-5941

(Phone Number)

(Fax Number)

21 July 2014

(Date)

*Agilent Technologies, Inc. (Agilent) is bidding in accordance with quotation NO 1662850, which is attached and hereby incorporated by reference. Agilent's offered system meets the specifications of the solicitation with the following exception: The PC included with the 5977 (Part No. G7044AA) only included 8GB of RAM. If Agilent should be the successful bidder, please reference our quotation number on your purchase order.

RFQ No. CME15037STATE 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.

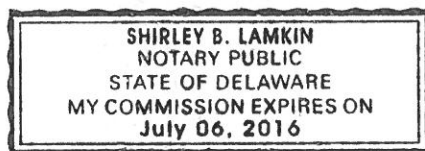
DEFINITIONS:

"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, IncAuthorized Signature: [Signature] Date: 21 July 2014State of DelawareCounty of New Castle, to-wit:Taken, subscribed, and sworn to before me this 21st day of July, 2014.My Commission expires July 6, 2016**AFFIX SEAL HERE****NOTARY PUBLIC**[Signature: Shirley B. Lamkin]
Purchasing Affidavit (Revised 07/01/2012)



Agilent Technologies

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

Quotation

Quote No.	Create Date	Delivery Time	Page
1662850	07/17/2014	3 Weeks	1 of 8
Contact	Phone no.	Valid to	
Rick Browning	304-840-4752	10/15/2014	
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			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
G7044AA Agilent 5977A Extractor XL MSD including Data System (PC, Monitor and Printer), Performance Turbo Pump, Extractor (Xtr) EI Source, Chemical Ionization (both Neg. and Pos.), additional G1710FA Data Analysis License and Ion Gauge Kit. ion source is Extractor source and CI source. With the following configuration: Ship-to Country : USA Select MSD ChemStation Familiarization Installation (44K) Familiarization at Installation (44L) 1 Year Phone Assist (44W)	1.000 EA	91,928.00 USD	18,385.60-	73,542.40
Item Total				73,542.40
Special discount of 20.00 % is applied.				
G3391A Site Preparation Package for use with 5975C inert MSDs and MSD bundles. With the following configuration: Ship-to Country : USA	1.000 EA	39.76 USD	7.95-	31.81
Item Total				31.81
Special discount of 20.00 % is applied.				



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Contact	Phone no.	Valid to	
Rick Browning	304-840-4752	10/15/2014	
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
G3442B Agilent 7890B GC for MS with SSL inlet. Includes 100psi split-splitless inlet LAN interface and MS interface (for Agilent 5977 Series MSD or Agilent 7000A Triple Quad GC/MS or 7200 Q-TOF GC/MS). With the following configuration: Ship-to Country : USA Installation (44K) Familiarization at Installation (44L)	1.000 EA	19,163.00 USD	3,832.60-	15,330.40
Item Total				15,330.40

Special discount of 20.00 % is applied.



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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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G1472A Universal GC/MS PCT backflush kit. Includes Purged Ultimate Union, special tools, tubing and other parts. Manual includes setup, operation and troubleshooting details. Installation and Familiarization are included.	1.000 EA	3,824.00 USD	764.80-	3,059.20
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With the following configuration:
Ship-to Country : USA

Installation (44K)
Familiarization at Installation (44L)

Item Total	3,059.20
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Special discount of 20.00 % is applied.

G3470A 7890 Three Channels of Auxiliary 0-100 psi EPC.	1.000 EA	2,713.00 USD	542.60-	2,170.40
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With the following configuration:
Ship-to Country : USA

Item Total	2,170.40
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Special discount of 20.00 % is applied.



Agilent Technologies

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State of West Virginia
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CHARLESTON WV 25302

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Contact	Phone no.	Valid to	
Rick Browning	304-840-4752	10/15/2014	
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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G4513A 7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC. 10ul syringe, and solvent bottles. 100% higher sample capacity than G2913A.	1.000 EA	6,540.00 USD	1,308.00-	5,232.00
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With the following configuration:
Ship-to Country : USA

Item Total	5,232.00
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Special discount of 20.00 % is applied.

G4514A 7693 Tray, 150 vial includes three removable 50-vial racks and GC mounting bracket. 50% higher sample capacity than G2614A.	1.000 EA	7,791.00 USD	1,558.20-	6,232.80
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With the following configuration:
Ship-to Country : USA

Item Total	6,232.80
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Special discount of 20.00 % is applied.



Agilent Technologies

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Robert Kilpatrick
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CHARLESTON WV 25302

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To place an order: Call 1-800-227-9770 Option 1			
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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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G1035D Wiley 10th with NIST 2011 MS Library includes Combined Wiley and NIST Libraries on both NIST and Agilent format plus NIST MSSearch and AMDIS applications	1.000 EA	15,084.00 USD	3,016.80-	12,067.20
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With the following configuration:
Ship-to Country : USA

Item Total	12,067.20
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Special discount of 20.00 % is applied.

G1674AA Forensic Toxicology RTL Library	1.000 EA	3,689.00 USD	737.80-	2,951.20
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Item Total	2,951.20
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Special discount of 20.00 % is applied.

G1530-80650 Exhaust deflector assy	1.000 EA	241.00 USD	48.20-	192.80
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Item Total	192.80
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Special discount of 20.00 % is applied.



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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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SYS-GM-5975T

1.000 EA

Support for:
GCMS 5975 Turbo System

With the following configuration:
Ship-to Country : USA

Advantage Bronze 3 years total	1 EA	15,636.00 USD	3,127.20-	12,508.80
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Item Total	12,508.80
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Promotion discount 7.00 %.
Special discount of 13.00 % is applied.

H5949A

1.000 EA

310.00 USD

62.00-

248.00

Supplemental Installation One Hour Labor
for Chemical Analysis products.
Labor only; no travel included.
Requires installation - bundled,
or as 44N or 44K.

Item Total	248.00
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Special discount of 20.00 % is applied.



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CHARLESTON WV 25302

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1662850	07/17/2014	3 Weeks	7 of 8
Contact	Phone no.	Valid to	
Rick Browning	304-840-4752	10/15/2014	
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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G2402A 8-port 10/100Base-TX autosensing switch Allows up to eight devices to interface to a local laboratory LAN. Includes an 8-meter LAN cable.	1.000 EA	196.00 USD	39.20-	156.80
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With the following configuration:
Ship-to Country : USA

Item Total	156.80
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Special discount of 20.00 % is applied.

Gross Amount	:	\$	167,154.76
Total Discount	:	\$	33,430.95
Net Amount	:	\$	133,723.81
Total	:	\$	133,723.81



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CHARLESTON WV 25302

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For Consumables Fax : 302-633-8901			
Email : LSCAinstrumentsales@agilent.com			
For Genomics Fax : 512-321-3128			
Email : orders@agilent.com			

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 90 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.

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 09-Jun-2014	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=2358. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. dba Marsh USA Risk & Insurance Services ("Marsh")				COMPANIES AFFORDING COVERAGE		
				Co. A Old Republic Insurance Company		
INSURED Agilent Technologies, Inc. 5301 Stevens Creek Blvd. M/S 1B-08, Santa Clara California 95051 United States				Co. B		
				Co. C		
				Co. D		
COVERAGES						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	MWZY 300701	01-NOV-2013	01-NOV-2014	GENERAL AGGREGATE	\$3,000,000
					PRODUCTS - COMP/OP AGG	\$3,000,000
					PERSONAL AND ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$3,000,000
					MED EXP (ANY ONE PERSON)	\$5,000
A	AUTOMOBILE LIABILITY Any Auto	MWTB 300121	01-NOV-2013	01-NOV-2014	COMBINED SINGLE LIMIT	\$3,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	

	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
A	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	MWC 300699	01-NOV-2013	01-NOV-2014	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	\$3,000,000
					EL DISEASE - POLICY LIMIT	\$3,000,000
					EL DISEASE - EACH EMPLOYEE	\$3,000,000

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

MEMORANDUM OF INSURANCE

DATE
09-Jun-2014

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PRODUCER
Marsh USA Inc. dba Marsh USA Risk & Insurance Services
("Marsh")

INSURED
Agilent Technologies, Inc.
5301 Stevens Creek Blvd.
M/S 1B-08, Santa Clara
California 95051
United States

ADDITIONAL INFORMATION

Work Comp/Employers Liability

 All states coverage except CA, CO & WA

 Work Comp excludes: ND, OH & WY

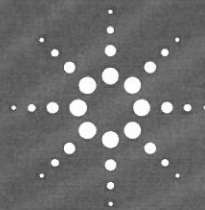
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

AGILENT ADVANTAGE BRONZE

The Measure of Confidence

PROTECTING
WORKFLOW
CONTINUITY

For Government and Academia

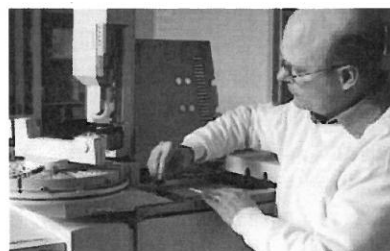


Eliminating unplanned repair costs

Total repair coverage priced exclusively for government and academic labs

With Agilent Advantage Bronze for Government and Academia, you get the peace of mind and security that comes with knowing you are fully protected against costly repairs. The plan covers all costs of onsite repair including engineer travel and labor, as well as coverage of all parts required to return your system to normal operations. Ideal for laboratories with flexible response time requirements, the Agilent Advantage Bronze for Government and Academia plan gives you an economical way to obtain access to our full complement of repair service features even when you face budget constraints.

Valuable services delivered by highly skilled professionals — that's how Agilent completes more than 85% of service calls the first day. It's also why we enjoy a 98% satisfaction rate among customers worldwide.¹ With Agilent attending to your instrument system, you can stay focused on the work at hand.



Agilent Technologies

Agilent Advantage Bronze for Government and Academia offers affordably priced, all-inclusive repair coverage:

On-Site Repair Visits – Unlimited, on-demand hardware service visits restore your systems to operating condition and minimize downtime. Coverage includes travel and labor.

All Parts and Supplies Required for Repair – Genuine Agilent parts necessary for repairs are covered by your plan including consumables and supplies required for repair*

Hardware and Software Telephone Support – Technical support for both hardware and software is as close as the phone, as often as you need it.

Agilent Remote Advisor-Assist** – Single-click service requests and remote diagnosis of problems helps to speed repairs. More than 60% of service calls may be resolved immediately without delay.

Agilent Remote Advisor-Report** – Detailed, on-demand reports on system configuration, utilization and service history give you the insights you need for effective capacity planning and maximum workflow efficiency.

Preferred Level Service – While this plan does not provide a guaranteed response time, you'll get timely service with preferred response over per-incident service calls.

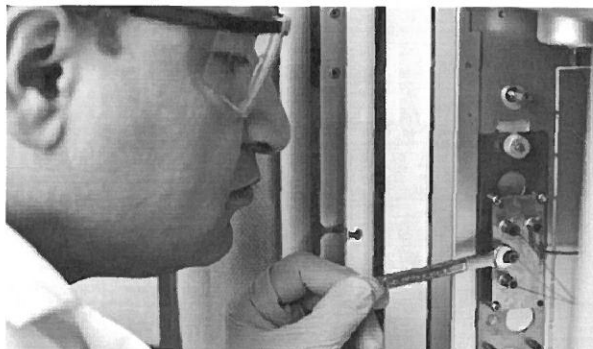
Agilent Service Guarantee – 100% repair coverage guarantee provides total peace of mind. If we cannot fix an Agilent instrument covered by our service agreement, we'll replace it.

For more information about Agilent Advantage Bronze and other Agilent Services, please call your local Agilent Representative or visit www.agilent.com/chem/services

¹ Satisfaction with service engineers as reported in the Agilent customer satisfaction survey, 2007.

* Per local parts replacement policy.

** Where available. Installation required. Installation fees waived when connecting minimum number of systems.



Total protection from costly repairs

With Agilent Advantage Bronze for Government and Academia, you can rest assured that your systems will be accurately diagnosed and repaired every time. If the timing of repairs is critical, we recommend that you consider our standard Agilent Advantage Bronze repair plan.

Should your lab also require scheduled preventive maintenance, additional proactive support technology features, or priority response to maximize instrument uptime and performance, please consider Agilent's more full-featured service plans including Advantage Silver and Advantage Gold.

Service Plans for Systems

The Agilent Advantage Bronze Government and Academia plan provides fully integrated service coverage for all of the modules that make up your analytical system. As with all Agilent Advantage service plans, you'll receive holistic support of your complete configuration, so you can rest assured that your entire system is covered.

CONTACT AGILENT SALES AND SERVICE CENTERS

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Canada – Tel: 800-227-9770
China – Tel: +86-10-64397888
France – Tel: 0810 446 446
Germany – Tel: 0800-603 1000
India – Tel: 1-800 180 1517
Italy – Tel: 1-800 012 575

Japan – Tel: 0120-477-111 or
042-656-7882
Korea – Tel: 080-004-5090
Mexico – Tel: + 52 55 1253 2000 or
01 800 506 4800
Russia – Tel: 8 800 500 92 27
Spain – Tel: 901 11 68 90
United Kingdom – Tel: 0845 712 5292
United States – Tel: 800-227-9770

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5990-3249EN

Revision 1.1

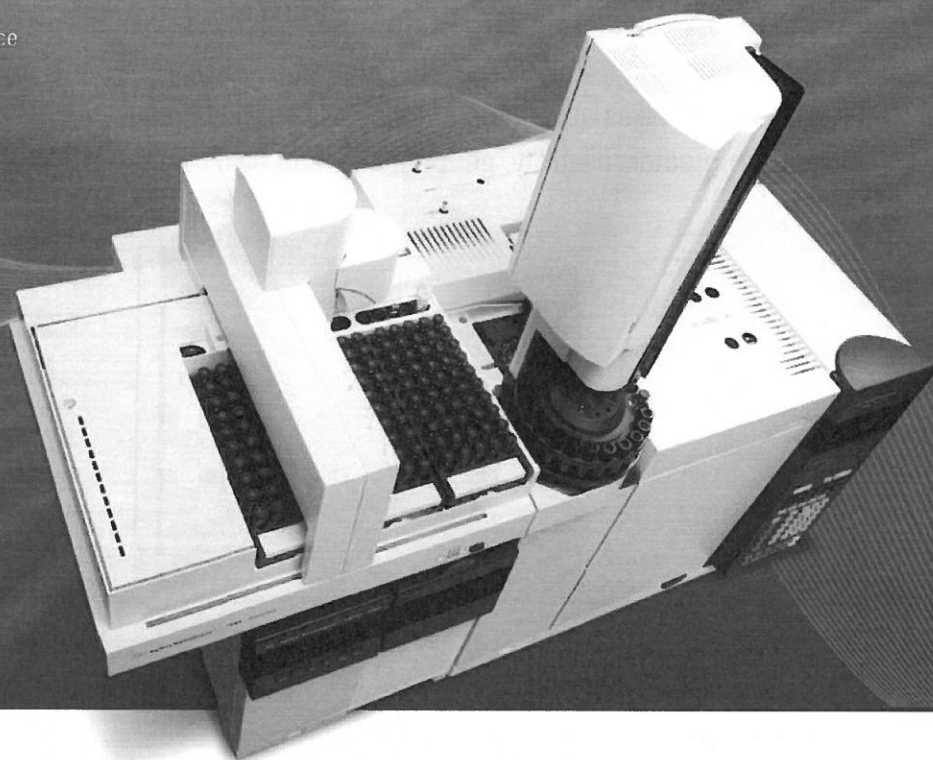




Agilent 7693A Series Automatic Liquid Sampler

INJECT NEW PERFORMANCE INTO YOUR GAS CHROMATOGRAPHY

The Measure of Confidence



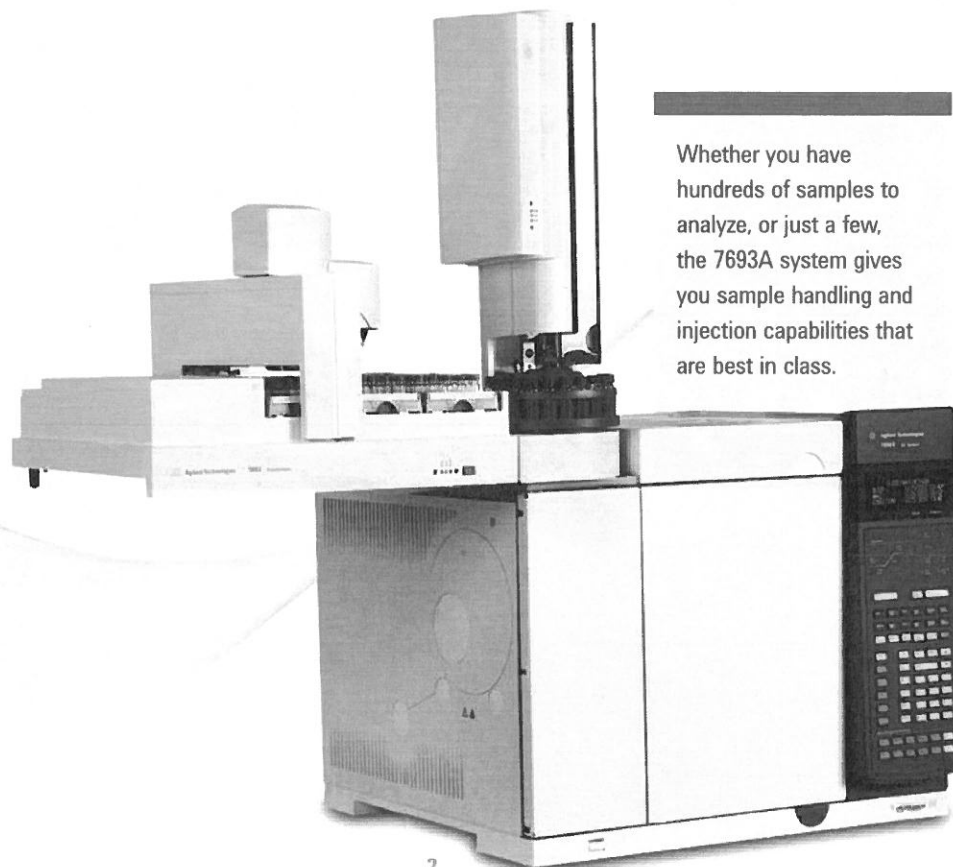
Agilent Technologies

AGILENT 7693A SERIES AUTOMATIC LIQUID SAMPLER

A powerful combination of productivity and flexibility

Autosampler problems lead to data imprecision and inaccuracy. Autosamplers can waste time due to re-analysis when there is enough sample or re-extraction and re-analysis. The results can be at the mercy of the autosampler. Agilent eliminates these autosampler problems using knowledge gained from over 40 years of GC leadership and building from there.

Agilent's 7693A Automatic Liquid Sampler (ALS) is a complete redesign of our 7683B ALS, the long-time industry leader. The system takes advantage of today's latest technology to deliver even greater reliability, performance, and flexibility.



Whether you have hundreds of samples to analyze, or just a few, the 7693A system gives you sample handling and injection capabilities that are best in class.

Enhanced performance and productivity

From small-volume injection, to large-volume injection, to multi-layer sampling, the 7693A system can help you process samples more quickly – and get better data, too.

Agilent's dual simultaneous injection feature saves time by doubling your sample throughput. And our fast-injection technology minimizes needle discrimination and sample degradation. It also ensures the best possible peak shape, while maximizing the accuracy of your results.

Unmatched flexibility

No built-in autosampler can match the flexibility you get with the 7693A ALS. The system's modular design works seamlessly with Agilent gas chromatographs, including the 6890A GC* through 7890B GC. The 7693A injection tower is also compatible with Agilent 7820A* and 6850 GC systems.

What's more, the 7693A system adapts easily to your lab's changing needs. For example, you could start with a basic injector equipped with a 16-sample turret; later, you could add a second injector, a 150-sample tray, and a vial Heater/Mixer/Bar Code Reader.

Maximum uptime

The self-aligning "plug and play" injector mounts in seconds without tools, and can easily be moved from one inlet to another – or transferred between GCs when workloads change. Its lightweight, removable design also permits easy inlet maintenance.

In addition, greater solvent capacity (>20 mL), plus the ability to load up to 150 samples, means longer unattended operation. Solvent-saver mode will increase your capacity even more. And built-in Agilent reliability gives you the confidence to run the system day and night with minimal operator attention – and without the need for calibration or adjustment.

* 6890A/7820A requires optional controller.



Sample capacity to meet any requirement

With its expanded 16-vial turret, the 7693A's standard configuration provides up to 8 hours of analysis. Need more capacity? The 150-vial tray is up to the task.



Active gripper

Active fingers hold each vial by its sides for greater flexibility in handling a wider range of vials and caps. Sensors also detect whether or not a vial has been grasped.

A choice of injection modes

Agilent's fast injection enhances chromatographic results by ensuring minimal needle discrimination and sample decomposition. Plunger speed can be precisely regulated, enabling true optimization for large volume injections or challenging applications.

Heater/Mixer/Bar Code Reader

An optional Heater/Mixer/Bar Code Reader and second injector can be used to prepare highly viscous or slightly soluble samples, as well as for dilution, mixing, derivatization and bar-coded sample tracking. All functions are controlled via easy-to-use software.

Next sample overlap support

Decrease your analysis time and increase throughput by performing pre-run rinses and picking up the next sample before the current run is complete.

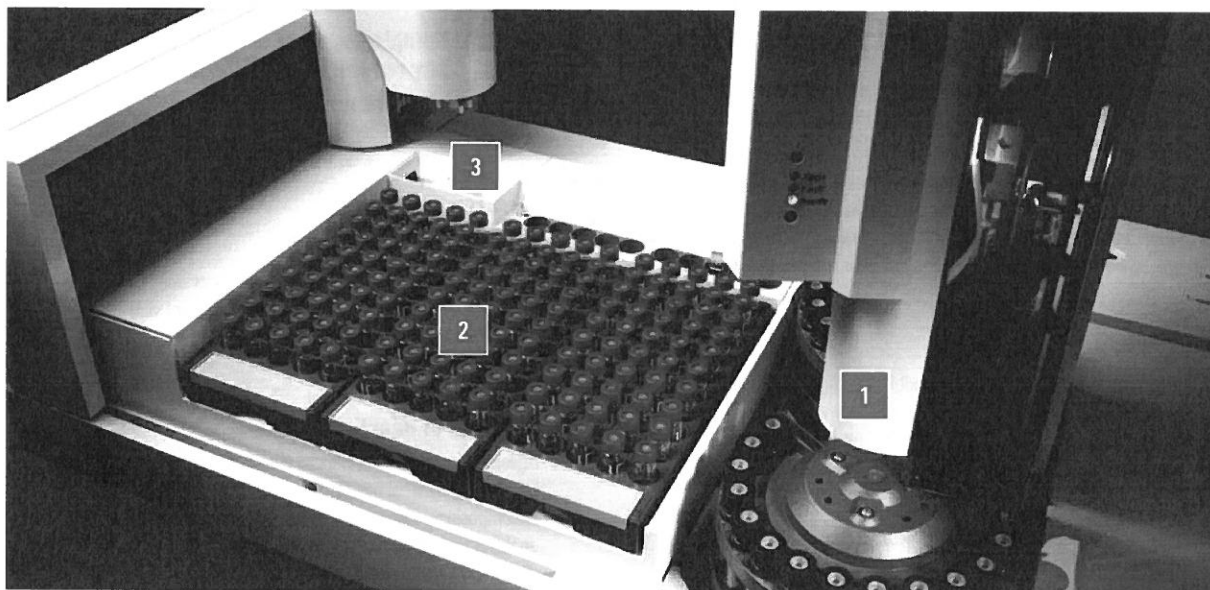
Modular design for easy service and support

Should service be required, repair options include returning the system to Agilent for quick exchange or repair. Onsite repair is also available, depending on your lab's needs.

To learn more about Agilent 7693A Series Automatic Liquid Samplers, visit agilent.com/chem/7693A

THE BETTER THE INJECTION, THE BETTER THE CHROMATOGRAPHY

Like its predecessor, the Agilent 7693A has been engineered for maximum performance and reliability while providing added flexibility to meet your lab's changing requirements.



Three modular sections suit your current – and evolving – needs

1 Injection Tower

Automates the analyses of up to sixteen samples with a capacity for two solvent bottles and one waste bottle. When combined with the vial tray, the injection tower can hold ten solvent vials and five waste vials, as well as three sample vial transfer positions – giving the system unprecedented sample handling flexibility.

2 Sample Tray

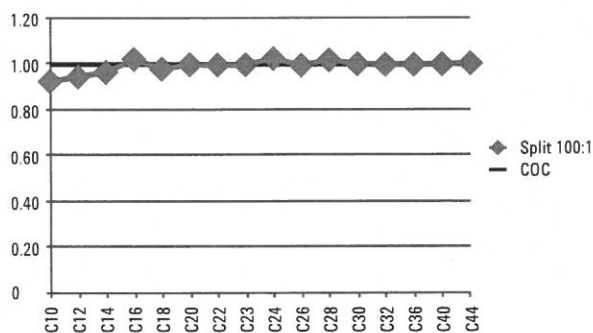
This unique vial handling system uses three separate 50-vial racks for a total capacity of 150 samples. A full tray heater/cooler is also available, along with a separately supplied recirculating temperature bath.

3 Heater/Mixer/ Bar Code Reader

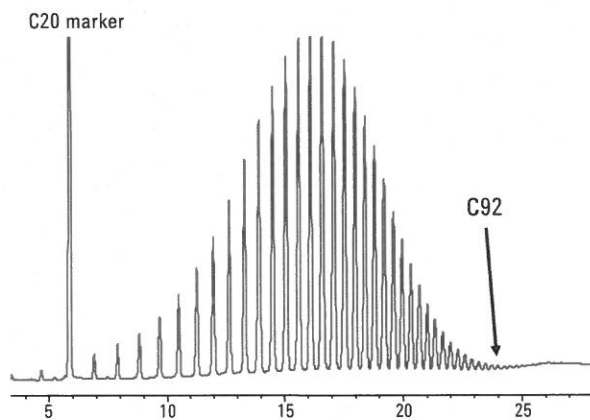
To give you even more sample handling capabilities, an optional module allows heating, mixing and bar code reading of samples immediately prior to injection.

In addition, our new **Bar Code Label Printing Bundle** lets you print easy-to-read bar code labels right from a spreadsheet or database – minimizing typos and ensuring accurate Sample ID and tracking. The bundle comes complete with printer, software, templates, and labels.

Agilent exclusive fast injection – under 100 milliseconds!



Agilent's 100-millisecond injection eliminates a major source of sample discrimination and ensures that your injections are as representative of the sample as possible. Fast injection also simplifies quantitation by enabling the use of external standards.



Preparation and run of high temperature SIMDIS calibration standard Polywax 655. The optional single-vial Heater/Mixer/Bar Code Reader lets you automatically heat samples up to 80°C and mix them prior to injection, significantly improving high molecular weight performance and chromatographic results.

Best-in-class precision

Carbon #	Split Area % RSD	Splitless Area % RSD	On Column Area % RSD
10	0.20	0.26	0.33
12	0.20	0.27	0.36
14	0.20	0.27	0.40
16	0.21	0.30	0.41
18	0.23	0.28	0.27
20	0.25	0.28	0.41
22	0.28	0.28	0.41
24	0.30	0.28	0.42
32	0.39	0.30	0.41
36	0.29	0.35	0.41
40	0.34	0.27	0.42
44	0.27	0.33	0.42

Table refers to results of ten 1 µL injections.

Whether you're detecting emerging contaminants in drinking water or testing drugs for purity, your results have to be correct, precise, and irrefutable. And the 7693A helps to ensure your best chromatography with advanced injection features.

- Multiple wash solvent capability for pre- and post-injection needle rinsing reduces sample carryover
- Pre-injection sample pumps and pre-injection washes further reduce the possibility of carryover.
- Sample trays are mounted away from GC oven to prevent exposure to high temperatures that could cause degradation or condensation in the sample vial.
- Single stroke injection volume as small as 0.01 µL and as large as 250 µL let you precisely match injections to the exact needs of your analyses.
- Agilent syringes, engineered for longer plunger lifetime, reduce carryover and increase accuracy over a wider range of injection volumes.
- Advanced automation capabilities eliminate sources of GC operator variability and human error to minimize rework.

To learn more about Agilent 7693A Series Automatic Liquid Samplers, visit agilent.com/chem/7693A

PRE-INJECTION SAMPLE HANDLING SAVES STEPS, BOOSTS PRODUCTIVITY



In addition to conventional and fast injection modes, the 7693A system offers pre-injection sample handling capabilities that can further enhance your lab's flexibility, productivity, and performance. Ideal for routine sample handling in a wide range of industries and applications — including forensics, food and environmental analysis —

this can eliminate or minimize separate sample prep work, saving both time and resources.

The addition of a second injection tower, optional Heater/Mixer/Bar Code Reader and easy-to-use Agilent software gives you the flexibility to optimize for performance, cost-efficiency, or unique analytical requirements. For example, you can add a derivatization agent — or heat the sample vial, add a second solvent, mix it and inject into the system — all automatically!

Case Study: How advanced automation capabilities minimized analyst-to-analyst variability, accelerated sample prep, and reduced rework

The problem

Analyzing free and total glycerin in biodiesel¹ involves complicated, time-consuming sample preparation — plus five multi-component calibration solutions, two internal standards, and a derivatization step. Person-to-person variability is also a concern, because several bench chemists must run this analysis.

One lab's solution

The lab team used the built-in capabilities of Agilent's 7693A ALS system to automate the preparation of calibration standards, standards addition, derivatization, and sample injection.

The benefits were immediate and dramatic: No more analyst-to-analyst variability, shorter analysis times, and a 90% reduction in solvent and waste costs. Operator exposure to harmful reagents was also minimized, and rework became a thing of the past.

¹ 5990-3781EN: Automated Standard and Sample Preparation for Multiple Gas Chromatographic Analyses of Biodiesel



Liquid/liquid extraction



Small-volume sampling



Reagent and standard addition



Dilution/aliquoting/reconstitution



Heating/mixing



Bar code reading

Extended sampling flexibility and automation options. Variable needle depths allow you to sample anywhere within the vial, while optional sample handling capabilities further enhance your productivity.

EASY, INTUITIVE SAMPLE HANDLING SOFTWARE

Agilent gives you *two* software options that allow you to quickly create powerful, custom sample handling routines for virtually any application.

Menu-driven Sample Prep

Menu-driven Sample Prep software.

Agilent's standard software utility allows you to take full advantage of the advanced injection and sample handling capabilities of the 7693A autosampler system. Intuitive drop-down menus and online help guide you through the process from start to finish.

This standard interface can be used with GC ChemStation and EZChrom, as well as MSD ChemStation and MassHunter platforms.

Easy SamplePrep – drag-and-drop simplicity

Drag-and-drop simplicity: Easy SamplePrep makes it easy to create custom sample prep programs with basic steps such as "Add, Mix, Heat, and Wait."

Easy SamplePrep software, available with OpenLAB CDS, allows color-coded resource identification and tracking. Easy SamplePrep software may be included in your hardware purchase. Please check with your Agilent Representative.

To learn more about Agilent 7693A Series Automatic Liquid Samplers, visit agilent.com/chem/7693A

Our catalog of new applications is ever growing.

To learn more about the Agilent 7693A Series Automatic Liquid Sampler visit us online at agilent.com/chem/7693A

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Find an Agilent customer center in your country:
agilent.com/chem/contactus

U.S. and Canada
1-800-227-9770
option 3, then option 3 again
agilent_inquiries@agilent.com

Europe
info_agilent@agilent.com

Asia Pacific
inquiry_lsca@agilent.com

Agilent vials, caps, and syringes ensure maximum uptime and peak performance

Designed to complement your Agilent 7693A system, our certified vials, caps, syringes, and other ALS supplies are engineered to give you the consistent results you expect from Agilent instruments.

Through our opto-electronic screening system, every single vial and cap is checked and those that are not within specs are rejected.

Our Certified vials and caps are *guaranteed* to work on Agilent autosamplers: saving you the expense of replacing broken or misaligned vials that often result when using competitor's vials.

Choose from a broad selection of premium, high-purity septa screw cap vials, trays, labels, cold/hot trays, large-volume injection carriages, and electronic crimpers. We also offer premium syringes – available in a wide range of sizes, including 500 µL – that increase service life, reduce carryover, and improve accuracy.

Learn more about Agilent certified vials: agilent.com/chem/certifiedvials

Agilent GC supplies help keep routine maintenance routine

Our capillary column ferrules, O-rings and septa are packaged to remain clean and ready to use. An exclusive non-stick plasma coating on our premium inlet septa and pre-cleaned O-rings simplifies maintenance and eliminates downtime caused by inlet surface residue. The coating also shortens bakeout times after preventive maintenance, so you can start running samples sooner.

The Agilent 10-Year Value Promise

In addition to continually evolving products, the Agilent Value Promise guarantees you at least 10 years of instrument use from your date of purchase, or we will credit you with the residual value of that system toward an upgraded model. Only Agilent ensures you a safe purchase now and protects the value of your investment in the long run.



The Agilent Service Guarantee

Should your Agilent instrument require service while covered by an Agilent service agreement, we guarantee repair or we will replace your instrument for free. No other manufacturer or service provider offers this level of commitment to keeping your laboratory running at maximum productivity.

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5990-3336EN



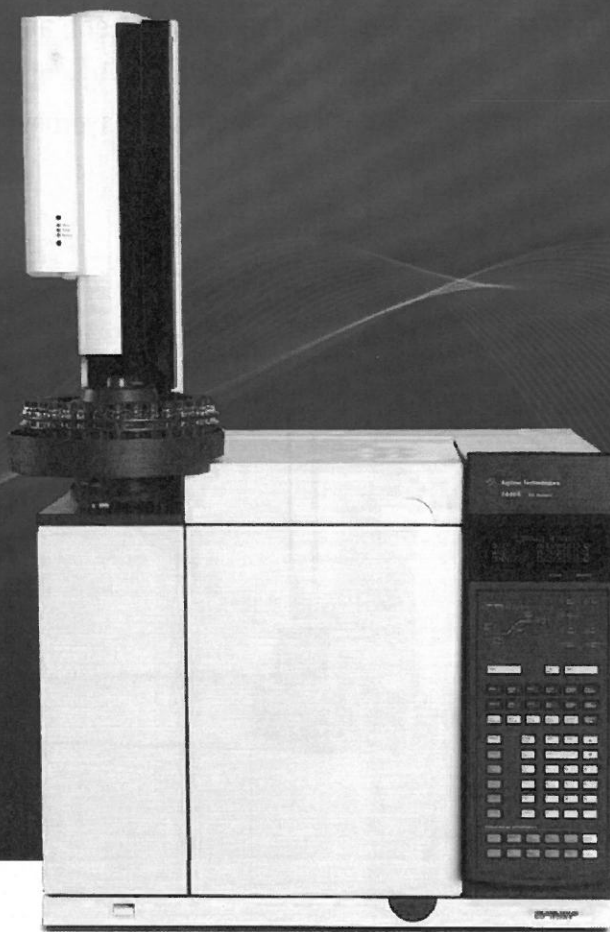
Agilent Technologies



Agilent 7890B Gas Chromatograph

**RESOLVE
YOUR SEARCH
FOR RELIABILITY**

The Measure of Confidence



Agilent Technologies

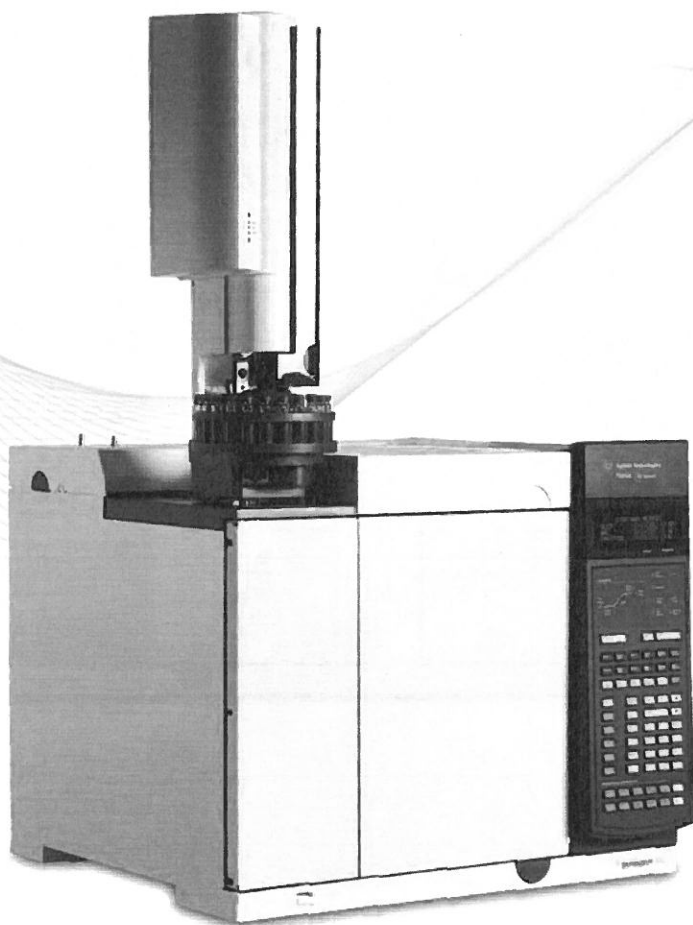
THE AGILENT 7890B GC

RESOLVE YOUR SEARCH FOR THE NEXT EVOLUTION IN GAS CHROMATOGRAPHY

Building the world's most trusted GC system is an ongoing process. With every step, we increase speed, improve functionality, and incorporate new analytical capabilities — all while never losing sight of the most important objective: *RESULTS*.

Now, Agilent has achieved a new level of GC performance and GC/MSD system integration

Agilent's flagship 7890B GC system has everything you need to boost productivity, protect our environment through better resource management, and generate data with confidence. In addition, its seamless communication with the Agilent 5977A Series GC/MSD provides faster vent times and system protections when using hydrogen carrier gas.



The Agilent 7890B GC adds integrated "smart" functionality and improved performance to the industry-leading GC platform.

Proven reliability and high performance

Agilent's 5th-generation electronic pneumatics control (EPC) and digital electronics are now complemented by improved detector specifications, making the 7890B Agilent's most dependable – and highest-performing – GC ever.

Increased sample throughput

Fast oven cool-down, new backflush capabilities, and advanced automation features help you get more done in less time, at the lowest possible cost per sample. All can easily be incorporated into your existing method.

Integrated system intelligence

Early Maintenance Feedback (EMF) allows you to replace parts quickly, and address small problems *before* they lead to costly downtime. Built-in calculators and method translator are also integrated into the data system software to simplify method setup and system operation.

What's more, the improved GC↔MSD communication cuts venting time by up to 40%, and protects the system from damage by stopping the flow of carrier gas during shutdown events.

Expanded chromatographic capabilities

Backflush, flow splitters, GCxGC, Dean's switches, and purged unions are all provided by Agilent Capillary Flow Technology (CFT).



Eco-friendly operation

Sleep mode reduces power and gas consumption during periods of inactivity, while **Wake mode** readies the system for high-throughput operation. You can also switch to lower-cost gases while in standby mode. **Page 12**

Leading-edge technologies increase analytical capabilities and reliability



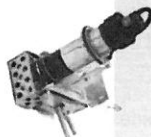
Faster, more intuitive software

New Agilent OpenLAB CDS is 40 times faster. Added tools and wizards help turn results into answers. **Page 11**



End-to-end protection for active compounds

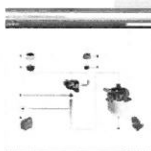
Agilent now applies our proprietary deactivation technologies to our new Split/Splitless inlet option, Ultra Inert liners, gold seals, columns, and improved detectors. **Page 4**



Enhanced inlet and detector modules

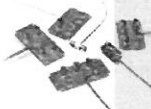
Numerous module enhancements let you customize your GC system in minutes.

Pages 8, 17, 21



New integrated system maintenance and Parts Finder tools

Reduce downtime and operating costs with simplified maintenance and status monitoring. Find consumables and replacement parts faster with a 3D graphical tool. **Pages 11, 13**



Enhanced Capillary Flow Technology

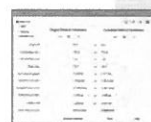
Enable leak-free, in-oven connections while improving throughput and reliability. An easy setup wizard gets you up and running quickly.

Page 6



Wide choice of system components

Configure and automate your system to increase efficiency and productivity – and expand your analytical capabilities. **Pages 14, 21**



Reduce dependency on helium

Integrated calculators help you convert helium methods to more available – and less expensive – gases like hydrogen or nitrogen. **Page 5**

AGILENT INERT FLOW PATH

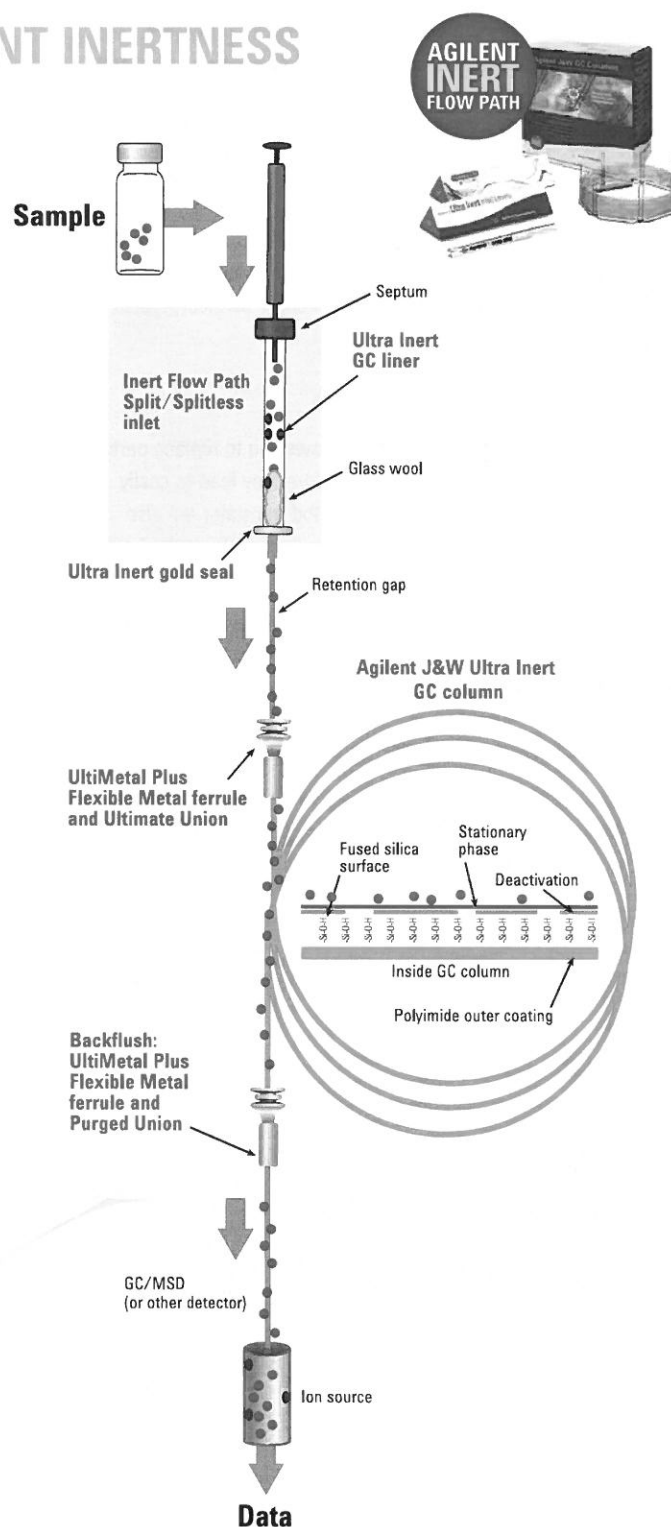
ENSURE RELIABLE, CONSISTENT INERTNESS

Actionable concentrations continue to decrease as new, relevant compounds are increasingly active. By ensuring reliable, consistent inertness from injector to detector, the Agilent Inert Flow Path decreases analyte adsorption for lower Limits of Detection (LOD) and better signal-to-noise response.

An integrated approach to inertness

Using an Agilent Inert Flow Path ensures the inertness of every surface that touches your sample, so you can achieve the parts-per-billion – or parts-per-trillion – detection levels that today's analyses demand.

- **Agilent J&W Ultra Inert GC columns** are tested with the industry's toughest test probe mixture to ensure consistent column inertness and exceptionally low column bleed.
- **Ultra Inert liners** deliver a robust, reproducible, and reliable inert flow path – with or without glass wool.
- **Inert Flow Path Split/Splitless inlet option** provides an extra measure of inertness to the sample pathway.
- **Ultra Inert gold seals** feature deactivation chemistry applied *on top* of their gold plating for the most inert surface and highest-quality seal.
- **UltiMetal Plus Flexible Metal ferrules** are compatible with Capillary Flow Technology fittings, promoting a leak-free seal that requires less torque – and reduces the risk of column breakage.
- **Gas Clean filter systems** deliver the cleanest possible gas, reducing column damage, sensitivity loss, and downtime.
- **GC detectors** allow the selectivity or sensitivity that your application requires – and the ability to handle your data with a unified platform.



For more information about creating an inert GC flow path, visit [agilent.com/chem/inert](https://www.agilent.com/chem/inert)

CARRIER GAS OPTIONS

USE RESOURCES EFFICIENTLY

Alternate carrier gases minimize the impact of the helium shortage

In response to the global shortage of analytical-grade helium, many labs are switching to alternate carrier gases — such as nitrogen and hydrogen.

Nitrogen is a good choice when there is sufficient chromatographic resolution. Hydrogen has excellent chromatographic qualities and can increase throughput. The Agilent Hydrogen Sensor can detect potential leaks early to bring your system to a safe stand-by if necessary.

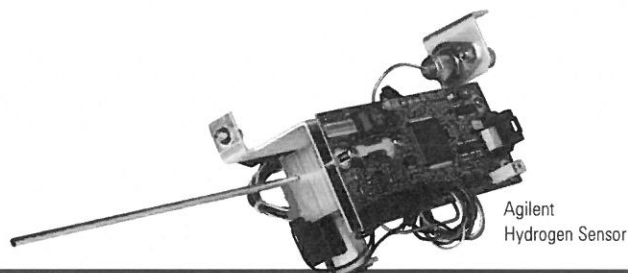
Helium conservation for validated methods

Agilent's helium conservation module, helium switch, and other tools allow you to use helium for your GC runs, and switch to an alternate gas (such as nitrogen) when your GC is idle. That means you can dramatically decrease helium usage without changing your validated methods.

Precise Retention Time Locking (RTL) software

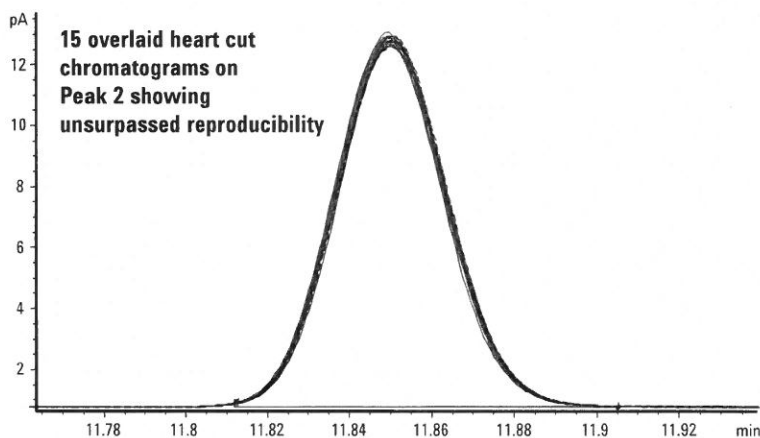
RTL reproduces retention times from one Agilent GC system to another, regardless of inlet, detector, operator, or location for confident methods transfer worldwide.

Agilent's 5th generation EPC and digital electronics further improve RTL precision for low-pressure applications.



Run	Peak 1*	Peak 2*
1	9.0839 min	11.8492 min
2	9.0835	11.8492
3	9.0841	11.8494
4	9.0846	11.8496
5	9.0851	11.8507
6	9.0849	11.8502
7	9.0845	11.8504
8	9.0849	11.8500
9	9.0847	11.8504
10	9.0853	11.8502
11	9.0852	11.8502
12	9.0851	11.8508
13	9.0847	11.8503
14	9.0848	11.8507
15	9.0853	11.8506
Average	9.0847 min	11.8501 min
Standard Deviation	0.000527	0.000535

*Heart-cut from column 1. Demonstrating retention time reproducibility.



Achieve unsurpassed retention time reproducibility in standard applications — even with multi-dimensional applications, such as the heart-cutting example shown here.

To learn more about the Agilent 7890B GC, visit agilent.com/chem/7890B

CAPILLARY FLOW TECHNOLOGY

INCREASE FLEXIBILITY AND THROUGHPUT

Agilent's proprietary Capillary Flow Technology (CFT) solves a problem chromatographers have been wrestling with for decades: creating leak-free capillary connections that can withstand the temperature extremes of a modern GC oven.

CFT devices are inert, with low mass and low dead volume to help you make secure connections and precisely divert your gas flow pneumatically. This opens the door to techniques that can expand analytical capabilities, improve your results, and conserve both time and resources.

CFT backflush saves you time with every run

Backflushing works by reversing the column flow immediately after the last compound of interest has eluted, thereby sweeping material backwards through the column and out the split vent.

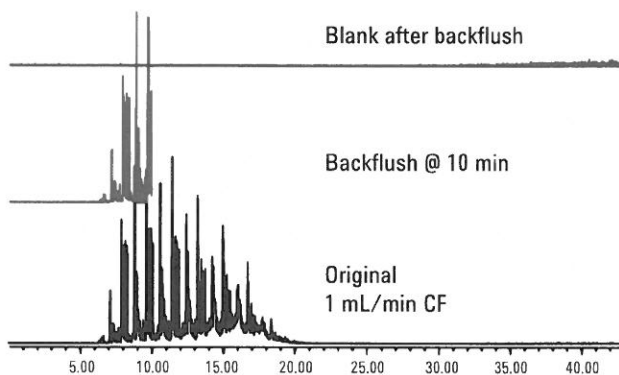
This simple technique extends column life and eliminates long bake-out times for highly retained sample components. It also prevents problems such as carryover, retention time shifts, and MSD source contamination.

Backflush Assistant Software Wizard simplifies method set-up

The Backflush Assistant Software Wizard first collects information about your method and CFT device, then provides a step-by-step procedure for configuring the backflush hardware and column plumbing. Once the backflush-enabled method and timing are determined, a validation protocol confirms that the method performs properly and robustly.

Expert training: just a phone call away

Backflush and Backflush Assistant Software Wizard training from Agilent Workflow Services can help you set up your CFT Backflush method quickly and efficiently.



5989-9804EN: Capillary Flow Technology: Backflush — Reduce Run Time and Increase Laboratory Throughput



Backflush Wizard simplifies method development and set-up.

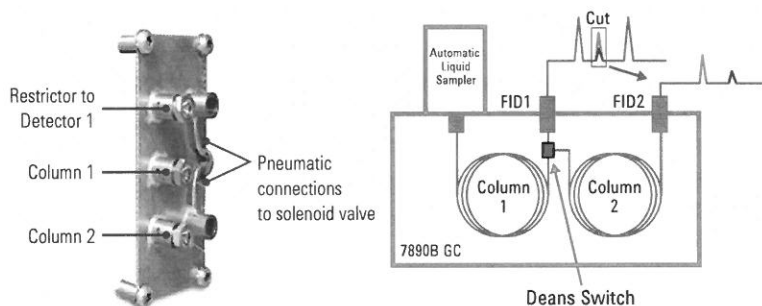
DEANS SWITCH AND FLOW SPLITTERS

ENHANCE CHROMATOGRAPHIC CAPABILITIES

A Capillary Flow Technology (CFT) Deans Switch, using fluidic switching, allows precise, 2-dimensional GC heart-cutting analysis of trace compounds in complex matrices.

Deans Switch improves selectivity for trace compounds in complex matrices

Peaks of interest from one column are "cut" onto a second column with a different stationary phase. Compounds that might co-elute with analyte on the first column are separated from analyte on the second column.

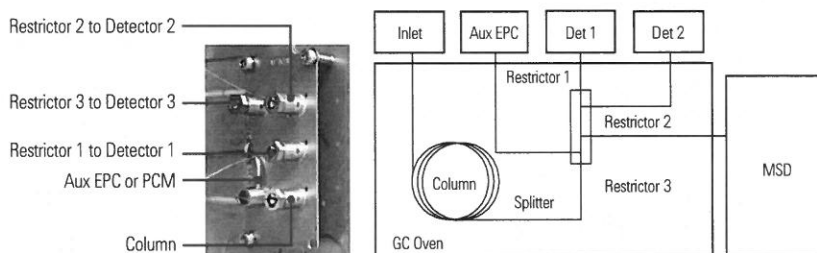


In this example, the Capillary Flow Deans Switch enabled unresolved trace components to be heart-cut onto a second column with a different stationary phase.

5989-9384EN: Capillary Flow Technology: Deans Switch – Increase the Resolving Power of Your GC

Flow splitting delivers more information per injection

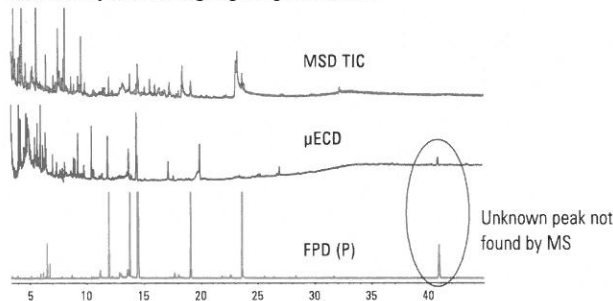
Flow splitting – sending the sample to multiple detectors – maximizes the data collected in a single run, and is useful for analyzing compounds in complex matrices. This technique can also help you identify peaks of interest quickly, improve peak integration, and identify unknowns.



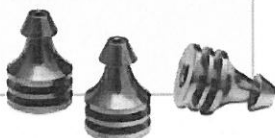
Agilent CFT devices provide easy-to-make, reliable connections for better chromatography.

5989-9667EN: Capillary Flow Technology: Splitters – Get More Information in Less Time

Strawberry extract highlighting unknowns



TIP: Agilent UltiMetal Plus Flexible Metal ferrules improve the reliability of your GC column connections. Learn more at agilent.com/chem/flexiferrule



To learn more about the Agilent 7890B GC, visit agilent.com/chem/7890B

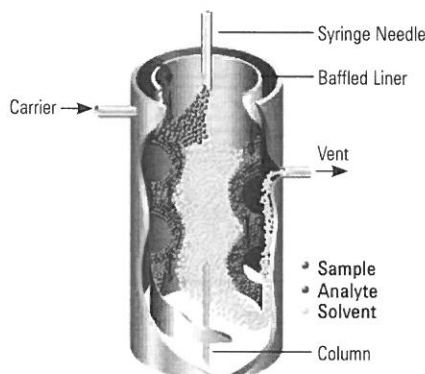
INLETS, DETECTORS, AND LTM TECHNOLOGY

KEEP YOUR LAB RUNNING AT PEAK PERFORMANCE — NOW, AND IN THE FUTURE

The modular Agilent 7890B GC system lets you choose from the industry's widest selection of inlets, detectors, columns, and automated sample introduction techniques. Entire injector and detector modules can be changed in minutes, while injector and detector components can be swapped independently of pneumatics and electronics — saving your lab time and money.

Multimode Inlet (MMI) for flexibility and sensitivity

Agilent's MMI combines spit/splitless operation, temperature programming, and large-volume injection with a solvent vent mode. Benefits include higher sensitivity, robust handling of dirty samples, and the ability to analyze thermally labile compounds.



5990-3954EN: Agilent Multimode Inlet for Gas Chromatography

Full dynamic range FID

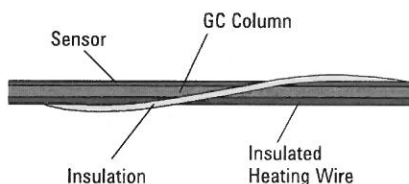
Our state-of-the-art digital electrometer delivers a linear dynamic range of 10^7 , seamlessly integrated into a single run.

Sensitive and selective element detection

Agilent's Flame Photometric Detector (FPD) is highly sensitive, with a temperature range of up to 400 °C. For demanding applications, Sulfur Chemiluminescence Detectors (SCD) and Nitrogen Chemiluminescence Detectors (NCD) provide the highest sensitivity and selectivity.

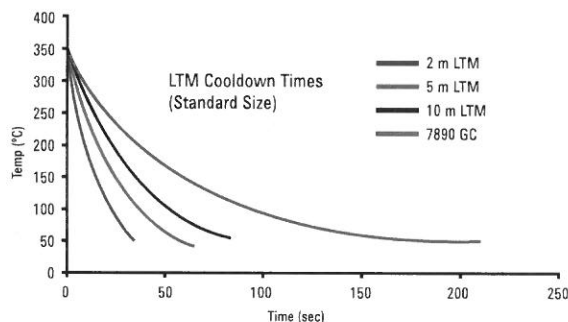
Low Thermal Mass (LTM) technology for more injections per hour

LTM technology promotes rapid heating and cooling for faster GC analyses, higher throughput, and less power consumption. With its independent temperature control of up to four column modules, LTM technology also enables multidimensional GC and integration with Capillary Flow Technology for reduced column maintenance. To simplify method transfer, most Agilent J&W GC columns are available for LTM modules.



The key to LTM technology: weaving direct heating and temperature-sensing components around a standard fused-silica capillary column.

5990-7688EN: Agilent Low Thermal Mass (LTM) Series II System for Gas Chromatography



Typical cooling times for standard (5-inch) LTM column modules are significantly faster than a conventional GC oven.

5990-3237EN: Dual Channel Simulated Distillation of Carbon and Sulfur with the Agilent 7890A GC and 355 Sulfur Chemiluminescence Detector

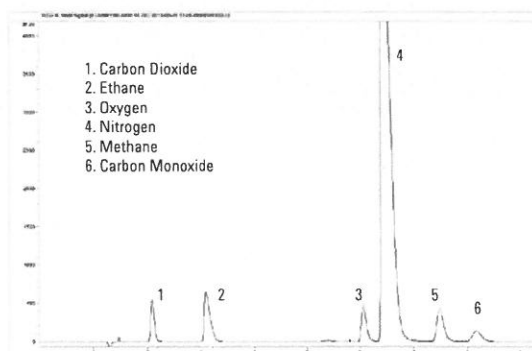
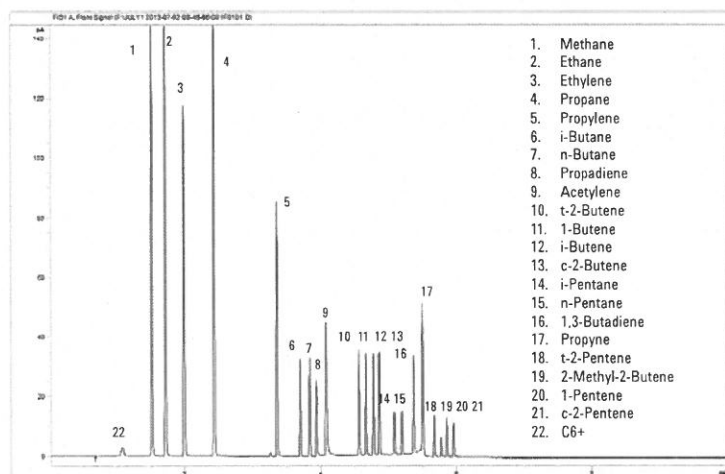
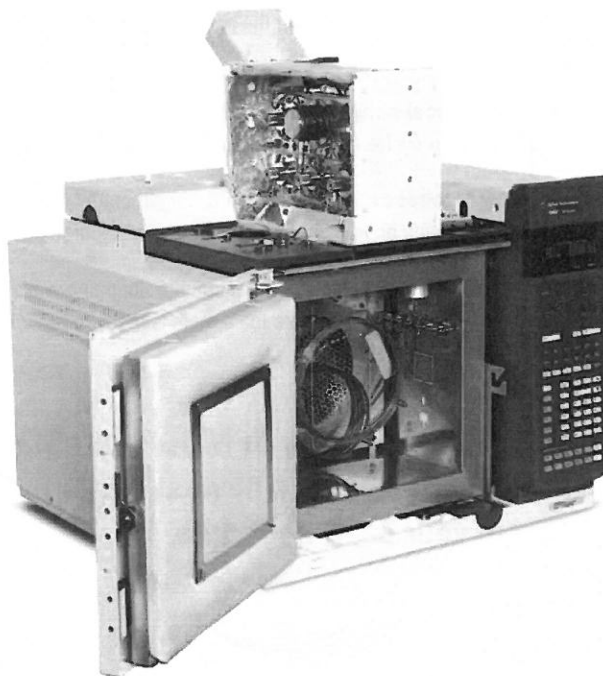
EXTERNAL VALVE OVEN

CONFIGURATIONS EXPAND YOUR GAS SAMPLING OPTIONS

The Agilent Large Valve Oven (LVO) for GC is a versatile, high capacity external oven, which can be configured to support complex, multi-valve GC applications. The LVO supports several standard Agilent multi-valve analyzers such as RGA and NGA, but is also available as a highly customizable option on the 7890B GC. Precisely engineered for thermal isolation from the GC oven, the LVO provides a homogeneous isothermal environment for up to six valves and convenient open-access for maintenance, adjustment or customization. Accessibility, capacity, and thermal uniformity make the Agilent LVO a premium GC valving option, especially suited to support the rising trend of combining multiple complex analyses on a single GC platform.

Other advantages include:

- Open configuration, which allows easy maintenance and servicing – while maintaining the standard 7890B GC system footprint.
- The ability to configure analyzers, such as RGA, that require multiple thermal zones.
- Six valve positions, with a maximum 14-port valve, so you can configure the system to meet your application requirement.
- Use only one heated GC zone with optional valve configurations to meet your current and future testing needs.



Results of the fast analysis time possible with the RGA method. In this example, the new Large Valve Oven is setup and running as the RGA analyzer, which is preconfigured and provides guaranteed chromatographic performance.

To learn more about the Agilent 7890B GC, visit agilent.com/chem/7890B

MASSHUNTER AND OPENLAB SOFTWARE

SIMPLIFY OPERATIONS AND BOOST PRODUCTIVITY

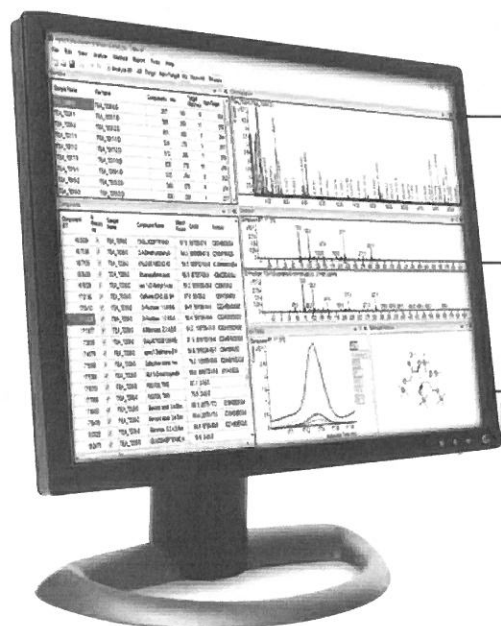
Integrated method development tools and calculators take the guesswork out of tasks such as changing carrier gas, selecting the right liner, or changing to a column of different dimensions.

Interactive graphical consumables and Parts Finder tool quickly locates key parts on the GC system, and provides part numbers and descriptions for easy ordering.

Consumables database simplifies method development by minimizing tracking errors and automatically populating analytical methods with key configuration information.

Resource conservation tools, such as automatic sleep and wake modes, reduce gas and power consumption, while making sure the system is ready to run when you need it.

GC/MS MassHunter with MSD ChemStation Data Analysis: Agilent's newest platform designed to resolve your search for data



Quickly and confidently find the answers you seek for routine quantitation and more challenging discovery applications.

Choose either MassHunter or MSD ChemStation Data Analysis – the traditional choice for GC/MS analysis.

Common instrument control for Agilent GC/MS systems simplify your laboratory operation.



Agilent's Barcode Printing Bundle (G9201AA) has everything you need to print labels for the 7693 ALS and 7697A Headspace Samplers.



OpenLAB

CAPTURE • ANALYZE • SHARE

Make your lab more productive with OpenLAB CDS

OpenLAB CDS software makes your lab more efficient by reducing the time spent on data processing, review, and reporting. With OpenLAB CDS you can:

- Create reports using powerful and intuitive “drag-and-drop” capabilities.
- Process large data sets up to 40 times faster and review results quickly with powerful data analysis tools.
- Completely control your Agilent 7890B GC – including Parts Finder, Sleep/Wake, and Retention Time Locking.
- Accelerate and preserve your workflows – whether they are interactive or automated.
- Streamline the management of user privileges and password protection.
- Scale from a single instrument to a lab-wide network that centralizes system administration while allowing you to work from anywhere.

Secure centralized data storage is available through Agilent OpenLAB Data Store and OpenLAB ECM software, both of which integrate seamlessly with OpenLAB CDS.

Scalable architecture expands from a single instrument to lab-wide implementation.

Advanced data analysis and reporting drives greater throughput and productivity.



A trusted upgrade path preserves your investment in workflows, data, and methods.

Networked OpenLAB CDS allows you to get your work done from anywhere in the lab – and simplifies the administration of methods, user roles, and permissions.

To learn more about the Agilent 7890B GC, visit agilent.com/chem/7890B

RESOLVE YOUR SEARCH FOR INTEGRATION

SMART FEATURES TAKE SUPPORTABILITY, PERFORMANCE, AND SAFETY TO NEW HEIGHTS

INTEGRATED GC↔MSD COMMUNICATION AND SAFETY CONTROLS

Direct communication between the 7890B GC and 5977A Series GC/MSD enhances and protects your investment

- If the MSD vents... the system increases the flow of carrier gas, shortening vent times by up to 40%.
- If the pump fails... the system shuts off the carrier gas, saving expensive helium or avoiding hydrogen build-up.
- If communications are lost... the system shuts down the GC thermal zones.



ECO-FRIENDLY

- Can also be used with hydrogen or nitrogen carrier gas to reduce operating costs
- Sleep/wake modes reduce gas and energy consumption.
- Helium Conservation Switch to move from helium when the system is not in use



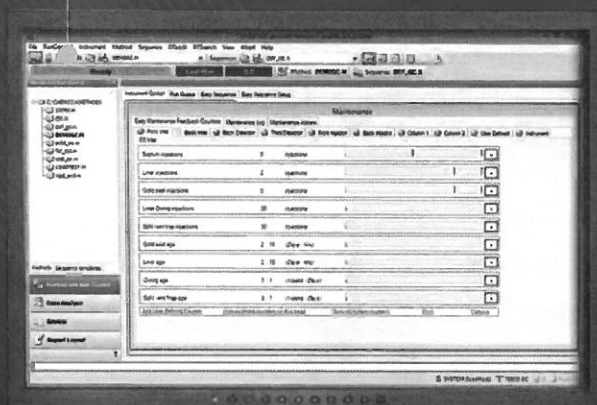
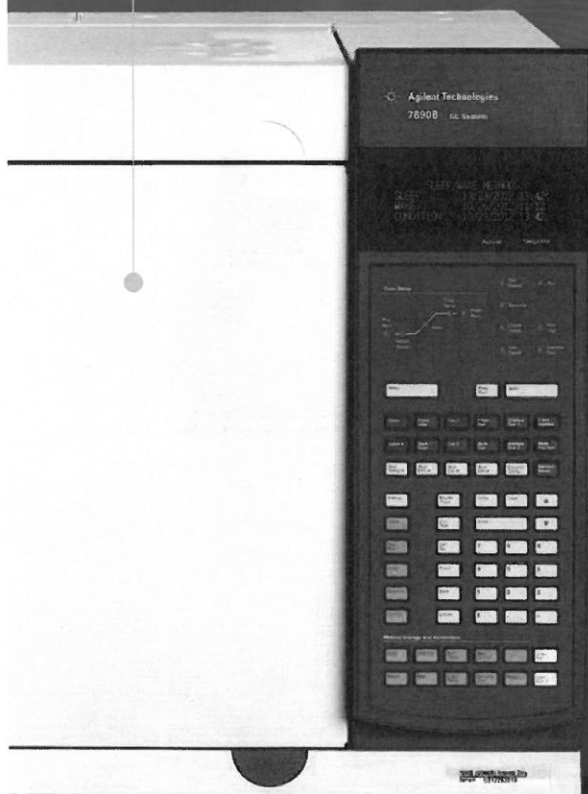
PARTS INFORMATION AT YOUR FINGERTIPS

- Easily locate part numbers for consumables and supplies with **Parts Finder**, an interactive 3D graphical tool.
- Instantly see parts and consumables specific to your instrument configuration. You can then print or email purchase orders, or import directly into your agilent.com cart.
- Keep track of columns and supplies with an optional barcode reader, and auto-import accurate configuration information into your GC and analytical method.
- Parts ID tool quickly identifies parts and part numbers for easy re-ordering.



OPTIMIZE PRODUCTIVITY

- Early-maintenance feedback allows you to plan routine maintenance tasks and reduce unnecessary downtime.
- Agilent Data Systems easily develop and optimize methods through:
 - Integrated GC Calculators, including method translator and vapor volume calculator.
 - Auto transfer of calculated values to the method editor.
 - Setup and status of maintenance tracking counters.



To learn more about the Agilent 7890B GC, visit
agilent.com/chem/7890B

AGILENT AUTOSAMPLERS

THE PERFECT FIT FOR YOUR 7890B GC

The Agilent 7693 Series Automatic Liquid Sampler (ALS) delivers the fastest injection times of any GC autosampler. In addition, our 7693A platform offers a 16- or 150-vial capacity for reproducibility with small sample loads and high sample throughput, if needed. Enhanced capabilities – such as automated dilution, internal standard addition, heating, mixing, and solvent addition – help eliminate variability and rework.

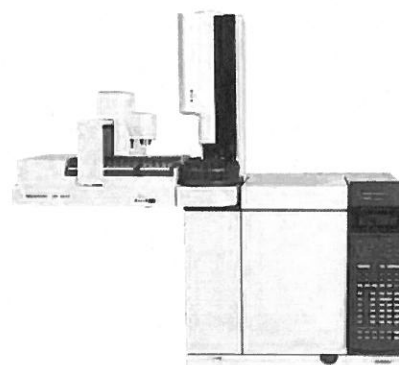
If your lab processes fewer than 50 samples per day, the Agilent 7650A ALS is a robust, lower-cost option for optimizing workflows and maximizing sample throughput.

Boost your lab's output with advanced sample preparation capabilities

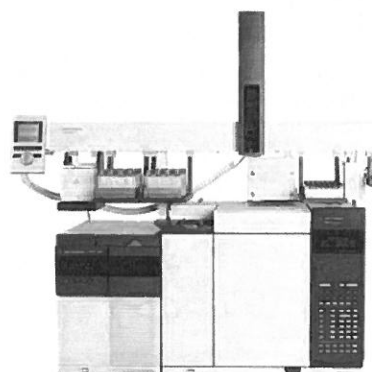
The Agilent PAL Autosampler is ideal for liquid injection, headspace, and solid-phase microextraction (SPME) applications. Although this versatile platform can be configured solely for liquid injection, it also offers many capabilities – including large-volume injection (LVI), multiple vial sizes, and extended sample vial capacity.

Automatically introduce volatile compounds from virtually any sample matrix

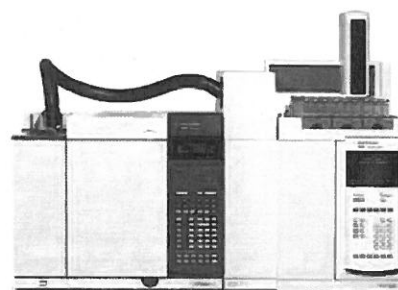
Agilent's 7697A Headspace Sampler ensures an inert sample pathway for superior GC system performance without analyte degradation or loss. Electronic Pneumatics Control (EPC), a 111-vial capacity, and three exchangeable 36-vial racks make the 7697A an ideal choice for high-throughput labs. In addition, the Agilent 7697A Headspace Sampler is the industry's only dedicated headspace unit that supports the use of hydrogen as a carrier gas.



Agilent 7693 Series ALS



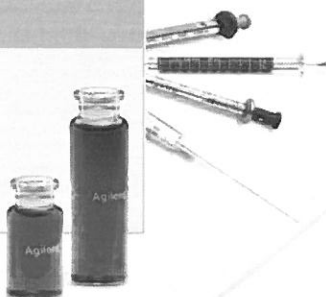
Agilent PAL Autosampler



7697A Headspace Sampler

Protect your instrument – and the integrity of your samples – with Agilent's industry-leading vials, caps, and syringes

- ✓ Optimize your productivity
- ✓ Extend the life of your system
- ✓ Maximize your uptime



View the Agilent Sample Introduction brochure at agilent.com/chem/library and search for 5991-1287EN.

PHARMACEUTICAL APPLICATIONS

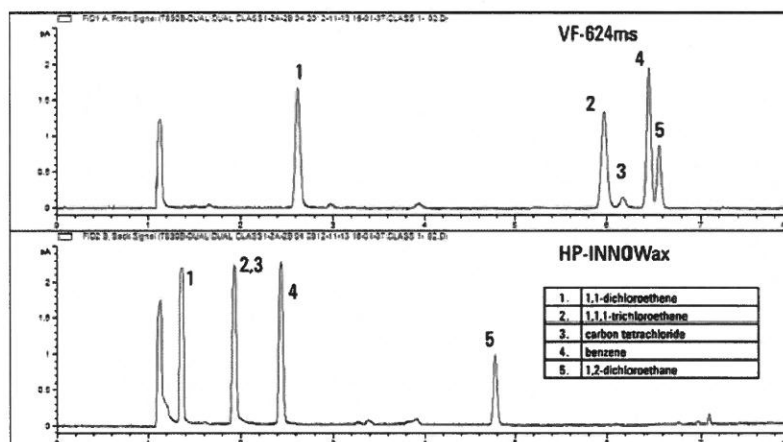
CONFIDENTLY DETECT IMPURITIES AT VERY LOW LEVELS

Gas chromatography, coupled with static headspace sampling, is an easy-to-use, high-throughput tool for determining residual solvent impurities in pharmaceutical products. Sample preparation is simple, and the method is easily validated. In addition, headspace sampling allows you to avoid matrix injections that can cause column degradation and coelution.

Residual solvent analysis using an Agilent 7890B GC system with an Agilent 7697A Headspace Sampler

Excellent chromatographic performance was achieved for residual solvents at USP <467> specified limits, as shown in this example for Procedure A - Class 1 Solvents.

This instrument configuration is available as an analyzer with guaranteed chromatographic performance.



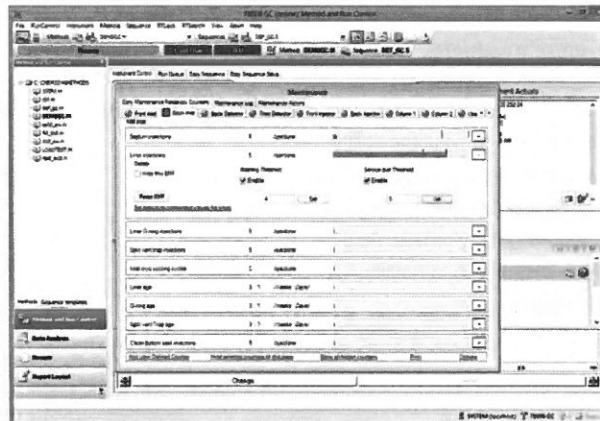
Excellent chromatographic performance is achieved on the Agilent 7890 Series GC. Equivalent data will be produced on a 7890A and 7890B system.

5991-1834EN: Analysis of USP <467> Residual Solvents using the 7697A Headspace Sampler with the 7890B Gas Chromatograph

Save energy, simplify maintenance, and conserve resources



Sleep/wake mode lets you put your system to sleep when not in use, and have it awoken exactly when you need it.



Early maintenance feedback (EMF) keeps track of injections and consumable usage, so you can establish maintenance SOPs.

To learn more about the Agilent 7890B GC, visit agilent.com/chem/7890B

ENERGY AND CHEMICAL APPLICATIONS

TAKE YOUR LAB TO A HIGHER LEVEL OF RELIABILITY AND PRODUCTIVITY

If your lab still uses an "old workhorse" GC just because it gives you "acceptable results," perhaps it's time to consider the transformative advantages of Agilent's 7890B GC. It goes beyond "acceptable results" to give you increased productivity, safety, cost effectiveness, and environmental friendliness – all with greater precision and reliability than instruments past their prime. Applied analyzers are also available, which provide methods and guaranteed chromatographic performance.

Technology innovations expand your range of analyses

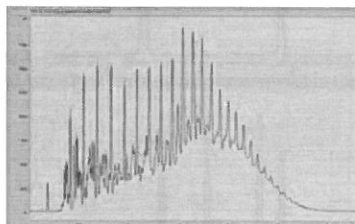
- LTM technology reduces cycle time for Simulated Distillation.
- External Valve Oven enables rapid RGA with H_2S and O_2 separation.
- Pre-configured hardware and method-specific separation tools let you focus on calibration and validation per your lab's SOPs.

Factory-configured analyzers let you start your analysis immediately after installation

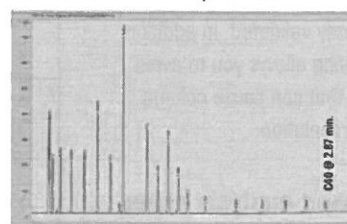
All preconfigured analyzers provide the ability to install the new system and begin validation. There is no need to waste time developing methods, the method is factory proven. As a result, the time from installation to running samples is greatly reduced.

Fast simulated distillation using Low Thermal Mass module (LTM)

ASTM D2887 Reference Oil



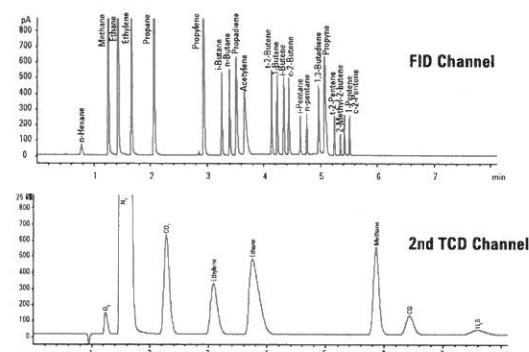
Calibration sample C5-C40



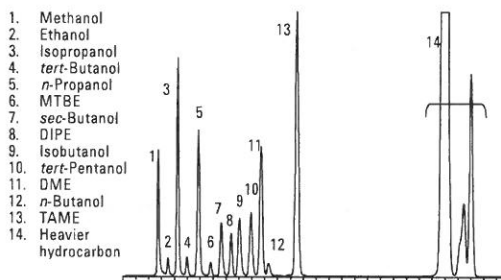
The simulated distillation results for ASTM D2887 RGO agree with the RGO specification of ASTM D2887, with RSDs of 0.12 to 0.47 percent across the reported range.

5990-3174EN: Fast Hydrocarbon and Sulfur Simulated Distillation Using the Agilent Low Thermal Mass (LTM) System on the 7890 GC and 355 Sulfur Chemiluminescence Detector

Fast RGA analysis



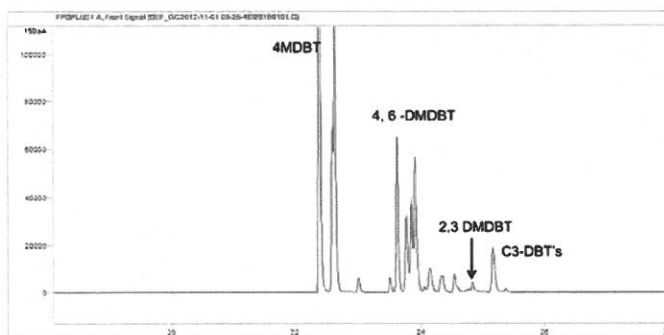
Oxygenates in finished gasoline per ASTM D4815



5991-1561EN: Analyzer Solution Guide for Energy & Chemicals Industry

Conform to industry requirements for sulfur levels

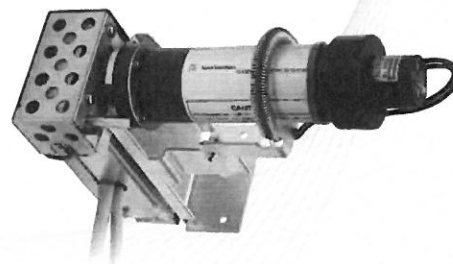
Sulfur distribution in feedstocks is critical to the refining industry as it adjusts to meet clean fuel requirements. Agilent's new Flame Photometric Detector, with its high temperature capability and improved sensitivity, is an ideal tool for determining sulfur in blending stocks, such as light cycle oil (LCO). Profiling dibenzothiophenes is particularly important for achieving the lowest sulfur levels in the final products.



Analysis of substituted dibenzothiophenes in light cycle oil (LCO) using a CFT Deans Switch system with an Agilent 7890B FPD. This enhanced separation reduces the possibility for quenching caused by co-elution with hydrocarbons.

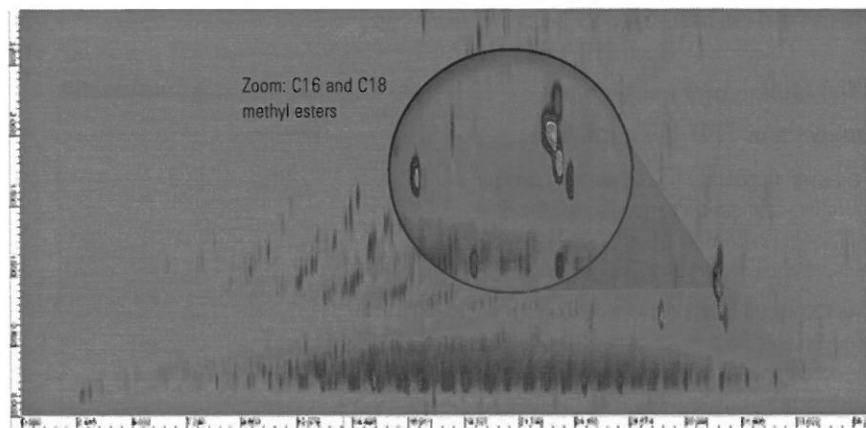
5991-1752EN: An Improved Flame Photometric Detector For the Analysis of Alkyldibenzothiophenes in Light Cycle Oil, and Gas Oil Feedstocks using the 7890B

Reliable trace sulfur analysis. Excellent reproducibility was achieved by coupling the Agilent 7890B GC with our sensitive, high-temperature FPD.



Flow modulation for comprehensive GC (GCxGC)

The Agilent 7890B GC uses Capillary Flow Technology to enable flow modulation without the need for complicated – and costly – cryo-focusing techniques. This analysis of diesel fuel shows the normal boiling point distribution in the first dimension, and functional group clusters in the second dimension.



GCxGC of a B20 biodiesel showing separation of C16 and C18 methyl esters. Modulation period: 2800 seconds. Column 1: 20 m x 0.18 mm, 0.18 μ m DB1, Column 2: 4 m x 0.24 mm, 0.25 μ m HP-INNOWax.

5989-9889EN: Capillary Flow Technology: GCxGC Flow Modulator: Get a Second Dimension of Information on Complex Mixtures

To learn more about the Agilent 7890B GC, visit agilent.com/chem/7890B

ENVIRONMENTAL APPLICATIONS

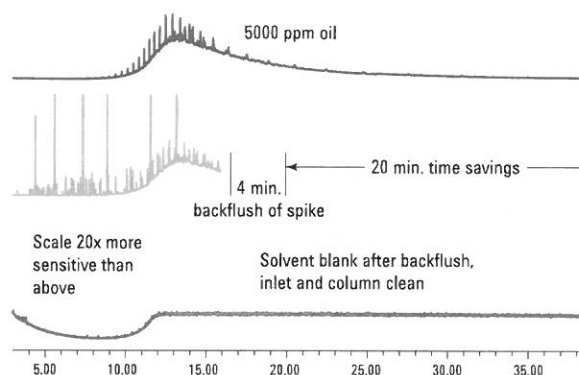
ACCELERATE SCREENING METHODS

US EPA Method 8270 is widely used to determine the concentration of semi-volatile organic compounds in environmental matrices – many of which contain a mix of acids, bases, and neutrals. This method can be challenging without an Agilent Inert Flow Path due to interactions between analytes and flow path surfaces.

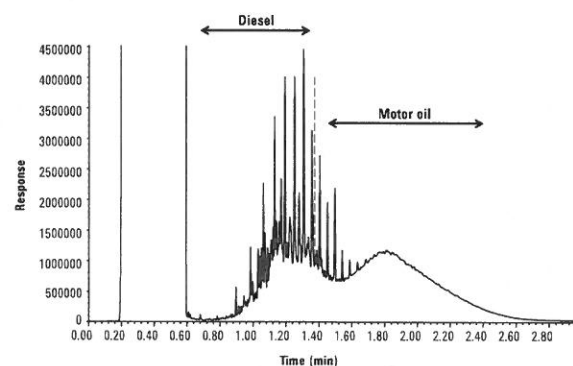
Backflush improves cycle time for semi-volatiles analysis

Here, a 5 ppm EPA 8270 standard run was spiked into 5000 ppm of heavy oil to simulate interference from hazardous waste.

During the first run, peaks of interest eluted in less than 16 minutes, but an additional 24-minute bake-out at 320 °C was required to elute components with high boiling points. The sample was rerun with a 4-minute backflush, which cut the cycle time by 20 minutes per run – a 50% total cycle time savings. Autosampler overlap functionality and faster cool down saved an additional 4 minutes per cycle – that's an additional 15 samples that can be run every 12 hours.



5989-6026EN: Significant Cycle Time Reduction Using the Agilent 7890/5975 GC/MSD for EPA Method 8270



5990-9104EN: High Throughput Mineral Oil Analysis (Hydrocarbon Oil Index) by GC-FID using the Agilent Low Thermal Mass (LTM II) System

LTM technology accelerates analysis of TPH (Mineral Oil)

Fast oven temperature programming using a low-thermal-mass system reduces cycle time and increases sensitivity for GC-FID analysis of mineral oil in environmental samples.

This technique meets regulated method requirements for analyzing the C10-C40 hydrocarbon fraction in soil and water extracts using splitless injection. The total analytical cycle time was *less than five minutes*.



Method Calculator makes it easy to set up a method that shortens analysis time or facilitates the changing of carrier gas.

FORENSIC/TOXICOLOGY APPLICATIONS

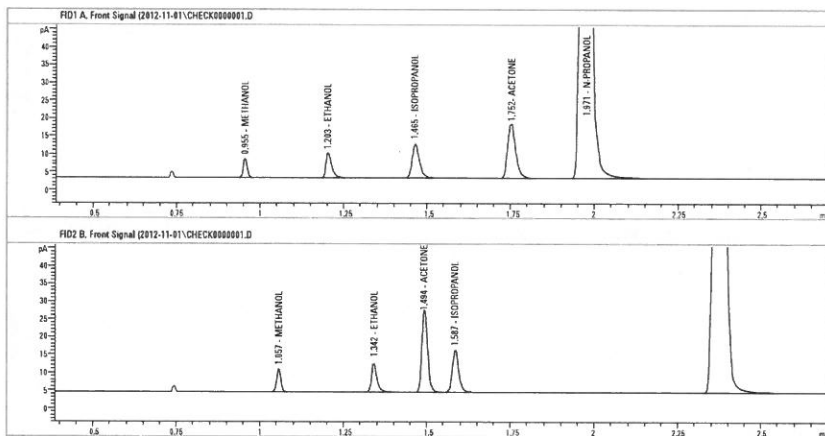
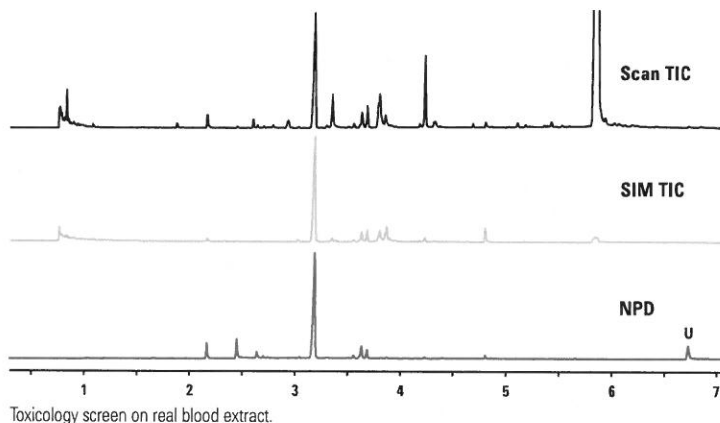
SCREEN AND QUANTITATE TARGET COMPOUNDS IN COMPLEX MATRICES

Rapid drug screening: Obtain more information in less time

An Agilent Capillary Flow device splits column eluent, allowing the simultaneous acquisition of NPD and MSD data – and eliminating the need for multiple runs on different GCs. CFT Backflush further reduces cycle time and stabilizes retention times.

GC/NPD/MSD with simultaneous SIM/Scan offers advantages such as broad-range screening for unlimited targets, full-spectrum identity confirmation, and non-target identification through Deconvolution Reporting Software (DRS) library searches.

This system collects Scan, SIM, and NPD data simultaneously. Scan is used to screen for 725 toxic compounds. SIM is used for selecting low-level targets. NPD is used for confirmation aid and highlighting suspicious non-targets.



Ethanol and mixed volatile calibrator at 0.01% per component. N-propanol ISTD. The compounds elute at different retention times due to different column selectivities; therefore, two-channel analysis provides additional confirmation of accuracy.

INLETS, DETECTORS, AND ACCESSORIES

EXPAND THE POSSIBILITIES OF SYSTEM CONFIGURATION

A wide inlet selection lets you optimize your system for *your* analysis

- Split/splitless (SSL) capillary
- Inert flow path split/splitless (ISL) capillary
- Multimode inlet (MMI)
- Purged packed injection port (PPIP)
- Cool on-column (COC)
- Cool on-column with solvent vapor exit (COC-SVE)
- Programmable temperature vaporizing (PTV)
- Volatiles interface (VI)
- High-pressure gas sample injection
- Gas sampling valve (GSV)
- Liquid sampling valve (LSV)

High-sensitivity detectors accommodate every sample type

- Mass selective detector (MSD)
- Triple Quadrupole MS
- Q-TOF MS
- Ion Trap MS
- ICP-MS
- Flame ionization detector (FID)
- Thermal conductivity detector (TCD)
- Micro-electron capture detector (Micro ECD)
- Flame photometric, single- or dual-wavelength detector (FPD)
- Nitrogen-phosphorus detector (NPD)
- Sulfur chemiluminescence detector (SCD)
- Nitrogen chemiluminescence detector (NCD)
- Atomic emission detector (AED)*
- Pulsed flame photometric detector (PFPD)*
- Photoionization detector (PID)*
- Electrolytic conductivity detector (ELCD)*
- Halogen specific detector (XSD)*
- Oxygenate flame ionization detector (O-FID)*
- Pulsed discharge helium ionization detector (PDHID)*

* Available through Agilent Channel Partners. Contact Agilent for other custom configurations, and additional solutions available through Agilent Channel Partners



GC and GC/MS Analyzers let you focus on system validation and data generation... not method development

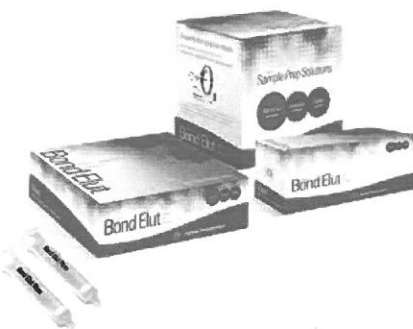
Agilent GC and GC/MS Analyzers are factory configured and chemically tested to meet method requirements, and get you on the "Fast Track" to producing quality data and processing sample backlogs. More than just instruments, Agilent Analyzers are complete workflow solutions that incorporate advanced technologies, such as Capillary Flow Technology and target compound databases that allow us to optimize your system for your unique application.

Each Analyzer arrives ready to perform with pre-set chromatography and checkout samples to verify separation capabilities. That means your team can work toward system validation as soon as installation is complete — and significantly reduce your method development costs. And as always, our support team is available, should any problems arise.

To learn more about the Agilent 7890B GC, visit agilent.com/chem/7890B

SAMPLE PREPARATION

RELIABLY EXTRACT AND PREPARE SAMPLES FROM COMPLEX MATRICES



Simplify sample prep with pre-packaged Agilent Bond Elut QuEChERS Kits

- **Extraction kits** with pre-weighed salts in anhydrous packets allow you to add salts after you add organic solvent – avoiding exothermic reactions.
- **Dispersive kits** accommodate the aliquot volumes specified by current AOAC and EN methodologies.
- **Ceramic homogenizers** break up salt agglomerates, promoting consistent sample extraction and increasing recovery.

Produce cleaner extracts using Agilent Bond Elut SPE

- **A selection** of polymer, silica, and other sorbents in formats ranging from multiple cartridge sizes to 96-well plates.
- **Consistent particle size** ensures superior flow-through and performances.
- **Vacuum manifolds and accessories** help you meet all of your SPE challenges.



Make sample prep consistent, accurate, and safe with the Agilent 7696A Sample Prep WorkBench

Agilent's 7696A Sample Prep WorkBench combines precise automation with an intuitive software interface to eliminate variability in dilution, extraction, standards addition, and other key steps. It also significantly reduces exposure to hazardous solvents for long-term peace-of-mind.

All prepared samples are finished in 2 mL vials that are compatible with most GC and LC autosamplers for direct analysis without transferring to other sample containers.

To learn more, visit agilent.com/chem/sampleprep

UNMATCHED SERVICE AND SUPPORT

AGILENT STANDS BEHIND EVERY INSTRUMENT



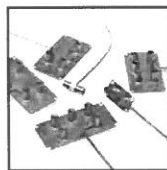
Compliance

With over 100,000 qualification deliveries, and decades of quality testing experience, Agilent is your trusted source for the system qualification and proof of calibration you need for regulatory compliance.



Real-time support and reporting

Agilent Remote Advisor is a remote monitoring, diagnostic, and reporting feature now included in all Agilent Advantage service plans. It can help you preempt instrument problems to maximize your uptime and productivity.



Workflow Services

Capillary Flow Technology (CFT) Backflush and Backflush Assistant Software Wizard training are available through Agilent Workflow Services. Expert assistance in setting up your CFT backflush method is just a phone call away.



Agilent Value Promise

We guarantee you at least 10 years of instrument use from your date of purchase, or we will credit you with the residual value of the system toward an upgraded model.



Agilent Service Guarantee

If your Agilent instrument requires service while covered by an Agilent service agreement, we guarantee the repair, or we will replace your instrument for free.

To learn more about the Agilent 7890B GC, visit agilent.com/chem/7890B



THE AGILENT 7890B GC SYSTEM

RESOLVE YOUR SEARCH FOR INTEGRATION, RELIABILITY, AND INTELLIGENCE

- **Powerful software tools** for data acquisition, analysis, and reporting help you get the most out of your instrument.
- **Integrated Parts Finder tool and database** makes it easy to find and order columns, supplies, and parts.
- **Inert GC Flow Path** ensures higher sensitivity, accuracy, and reproducibility — especially at trace levels.
- **Capillary Flow Technology (CFT)** enhances chromatographic capabilities.
- **Direct GC ↔ MSD communication** minimizes downtime while conserving power and gas.
- **Eco-friendly features**, such as sleep/wake modes, conserve electricity, helium, and other resources.
- **Early maintenance feedback** keeps the system performing at its best.
- **Fast oven cool-down**, new backflush capabilities, and advanced automation boost your productivity.

For more information

Learn more

agilent.com/chem/7890B

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In other countries, please call your local Agilent Representative or Agilent Authorized Distributor — visit **agilent.com/chem/contactus**

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