

RFQ COPY

Agilent Technologies Inc 2850 Centerville Road

Wilmington, DE 19808

TYPE NAME/ADDRESS HERE

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

Request for Quotation LBS90133

LBS90133

ADDRESS	CORRESPON	DENCERO	ATTENHO	V.OF.

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES ENVIRONMENMAL CHIEF 471 CHI

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

Request for Quotation LBS90133

ROBERTA WAGNER

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

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LBS90133

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ROBERTA WAGNER <u> 104-558-0067</u>

HEALTH AND HUMAN RESOURCES ENVIRONMENTAL CHEMISTRY LAB

4710 CHIMNEY DRIVE CHARLESTON, WV

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Request for Quotation LBS90133

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HEALTH AND HUMAN RESOURCES ENVIRONMENTAL CHEMISTRY LAB

4710 CHIMNEY DRIVE CHARLESTON, WV 25302

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

AGILENT TECHNOLOGIES INC

2850 CENTERVILLE ROAD

800-227-9770

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Request for Quotation

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PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER 304-5<u>58-0067</u>

HEALTH AND HUMAN RESOURCES ENVIRONMENTAL CHEMISTRY LAB

4710 CHIMNEY DRIVE CHARLESTON, WV

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

AGILENT TECHNOLOGIES INC

WILMINGTON DE 19808-1610

2850 CENTERVILLE ROAD

800-227-9770

Request for PRONUMBER Quotation

LBS90133

PAGE: 2

WANTED THE SECONDENCE TO A TENTION OF ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES SHIP ENVIRONMENTAL CHEMISTRY LAB

4710 CHIMNEY DRIVE ö CHARLESTON, WV

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WW-36 (Rev. 01/01/07)

STATE OF WEST VIRGINIA

PURCHASE CONTINUATION SHEET

WV-36 (Rev. 01/01/07) STATE OF WEST	VIDGINIA	Page 2 of 2	Pages	LB\$90133
PURCHASE	CONTINUATION SHEET	File:	Acct. No.: 5201-200	9-3045-099-072-15384
Vendor:	P,O. Date:	Spending Unit: DHHR/OLS		

Item No.	Quantity	Description	Unit Price	Amount
		VENDOR QUESTION #1:		
'		I am trying to work on the quote for the training portion and I have a question.		
		Line 0005 pages 1 & 22		
		Advanced training course for the GCMS (4 days)		
		How many students would participate for this class?		
		RESPONSE:		
		Only 1 person will attend this advanced training course.		
		VENDOR QUESTION #2:		
		I had a couple of questions on the bid package LBS90133. There are 2 instruments listed for the bid so does that mean that only 1 vendor will be picked for both instruments?		
		RESPONSE:		
		We are willing to accept a split award.		
		VENDOR QUESTION #3:		
		Also, I had previous conversations with the end user who referenced that they are eligible for GSA pricing. Can you confirm this?		
		RESPONSE:		
		No, we are not eligible for GSA Pricing. We are requesting competitive bids.		
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Gas Chromatograph - Mass Spectrometer

SPECIFICATIONS AND REQUIREMENTS:

- 1. The Environmental Chemistry Laboratory section of the Office of Laboratory Services is requesting to purchase a Gas Chromatograph Mass Spectrometer (GC-MS) instrument to analyze for Trihalomethanes (THMs) and Volatile Organic Chemicals (VOCs) in drinking water to fulfill requirements of United States Environmental Protection Agency (EPA) regulations for compliance monitoring of public water systems. Compliance monitoring testing is a requirement of a state's Principal State Laboratory mandated under federal code at 40 CFR 142.10(b)(4) for the state to maintain Primacy over its Drinking Water Program. The instrument will also serve the purpose of protecting public health by providing testing capabilities to private well owners. This instrument is to be installed for use by the Environmental Chemistry Laboratory located at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
- 2. The technology of this GC-MS instrument must be compatible with and fulfill the requirements of United States Environmental Protection Agency (EPA) method 524.2 (1995, Revision 4.1) for THMs and VOCs, and the resolution and sensitivity capability must be able to meet or exceed the limits of detection and minimum reporting levels required for these regulated compounds as stipulated under the federal Safe Drinking Water Act, and the Stage 2 Disinfection Byproduct Rule.
- 3. The GC-MS Instrument must be fully automated for analysis with a system controller that is loaded with the necessary software which is compatible with Windows XP. System controller software must be able to export data to the existing Laboratory Information Management System (LIMS).
- 4. The GC-MS Instrument system controller software must be able to fulfill all of the analytical and quality control requirements stated in the EPA Method 524.2 (Rev. 4.1) as well as the pertinent requirements listed in Chapter IV of the EPA "Manual for the Certification of Laboratories Analyzing Drinking Water, Fifth edition, January 2005", for the analysis of THMs and VOCs in drinking water.
- 5. GC-MS Instrument must be fully compatible with a system software controlled autosampler that is integral with a Purge and Trap concentrator sampling system manufactured by OI Analytical. The autosampler is Model 4551-A. The Purge and Trap is the Eclipse Model 4660. The OI Analytical autosampler and purge and trap have already been purchased separately.
- 6. The GC-MS Instrument must come with a temperature-programmable split/splitless capillary column injector compatible with a Purge and Trap sampling interface.
- 7. The GC-MS Instrument must come with a column for method 524.2 volatiles analysis.
- 8. The GC-MS Instrument must come equipped with a quadrupole mass spectrometer.
- 9. The GC-MS Instrument must come equipped with a pre-quad filter, or fully equivalent technology, to protect the quadrupole from contamination.

- 10. The GC-MS Instrument must be capable of mass scan rates of at least 12,500 amu/sec and 65 scans/sec.
- 11. The GC-MS Instrument must be capable of detecting a wide mass range of at least 1.5-1050 u (Daltons).
- 12. The GC-MS Instrument must come equipped with a 179 L/sec turbomolecular pump or better
- 13. The GC-MS Instrument must be capable of being attached to a nitrogen purge gas stream to prohibit oxygen from entering the system during venting, or provide equivalent technology, to minimize contamination in case of a power outage.
- 14. The GC-MS Instrument oven must be capable of a rapid cool-down rate, from 450°C to 50°C, in less than 2 minutes to facilitate fast analytical cycles.
- 15. The GC-MS Instrument must come equipped with a programmable pneumatic control system that controls and monitors all injector, detector, and auxiliary gases electronically, or fully equivalent technology.
- 16. The GC-MS Instrument system must operate on 110-120 V AC.

Installation Requirements:

- Vendor must install the GC-MS Instrument system in the Environmental Chemistry Laboratory in the Elk Office Center building at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
- 2. Vendor must provide to the Environmental Chemistry Laboratory (ECL) Program Manager all relevant information concerning the installation in a documented form at least 2 weeks prior to the scheduled installation.
- 3. At the time of the GC-MS Instrument installation, Vendor must provide to the ECL Program Manager: All relevant system manuals for hardware components; system and application software documentation; a parts, supplies, accessories catalog.
- 4. Vendor must include all necessary cables and fittings and other costs for installation in the submitted bid price.
- 5. Installation and on-site training must be completed within 90 days of delivery date.

Training Requirements:

- 1. Vendor must provide, upon completion of installation, basic on-site training for Environmental Chemistry Laboratory personnel on the operation and user maintenance requirements of the GC-MS Instrument system.
- 2. On-site training provided by Vendor must last for at least 1 day, following GC-MS Instrument system installation.
- 3. All costs incurred by the Vendor including travel, lodging, and living expenses necessary to provide this basic training shall be included in the bid price.
- 4. Vendor must also provide an advanced and complete training course that includes the theory of GC-MS, workshops demonstrating all aspects of the proprietary software

capabilities, and hands-on lab work. This course must last at least 4 days. Vendor must include the cost of this course in the bid price.

Warranty Requirements:

- 1. Vendor must include in the total price of the equipment at least 1-year factory warranty covering all system components.
- Software support must be included as part of one-year warranty. Vendor must agree to provide software support for any subsequent service agreements that may follow the original one-year standard warranty.
- 3. Warranty must include on-site service including labor, travel time, and expenses with a 24-hour on-site response time at no extra cost to maintain the specifications listed in this bid and the Vendor's product specifications.
- 4. Vendor must include all warranty information including terms and conditions upon delivery.
- 5. Warranty must begin upon completion of installation.
- 6. Service provided under warranty must be provided directly by an employee of the Vendor's company exclusive of contracted third parties.
- 7. Vendor must agree to offer the first one year extended service warranty after the initial 1 year warranty expires at a cost indicated on the bid response page.
- 8. For a period of ten years commencing with the end of the one year warranty period following installation, the Vendor must make available a one-year service period for preventive maintenance and emergency service on both system hardware and software on a reoccurring annual basis.

Delivery Requirements:

- 1. The GC-MS Instrument and its components must be shipped for "inside delivery" by freight delivery company.
- 2. The GC-MS Instrument and its components must be shipped "F.O.B. Destination" unless otherwise stated in quote by Vendor. Any shipping and handling requirements must be stated in Vendor's quote.
- 3. Delivery must be within 90 days after receipt of order.

Conformance Requirements:

- 1. The GC-MS Instrument system shall be operated for a period of 30 days following installation and must be found to conform to the herein listed specifications.
- Vendor must agree to accept the return of the GC-MS Instrument system should the GC-MS Instrument system fail to conform to any required specification within this 30 day period.

3. Should the GC-MS Instrument system be returned to the Vendor, the Vendor must agree to provide a full refund of the bid price of the GC-MS Instrument system to the State of West Virginia.

Gas Chromatograph – Electron Capture Detector

SPECIFICATIONS AND REQUIREMENTS:

- 1. The Environmental Chemistry Laboratory section of the Office of Laboratory Services is requesting for purchase a Gas Chromatograph Electron Capture Detector (GC-ECD) instrument to analyze for Haloacetic Acids (HAA5) in drinking water to fulfill requirements of United States Environmental Protection Agency (EPA) regulations for compliance monitoring of public water systems. Compliance monitoring testing is a requirement of a state's Principal State Laboratory mandated under federal code at 40 CFR 142.10(b)(4) for the state to maintain Primacy over its Drinking Water Program. The instrument will also serve the purpose of protecting public health by providing testing capabilities to private well owners. This instrument is to be installed for use by the Environmental Chemistry Laboratory at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
- 2. The technology of this GC-ECD instrument must be compatible with and fulfill the requirements of United States Environmental Protection Agency (EPA) method 552.3 (2003, Revision 1.0) for Haloacetic Acids (HAA5) and the resolution and sensitivity capability must be able to meet or exceed the limits of detection and minimum reporting levels required for these regulated compounds as stipulated under the federal Safe Drinking Water Act, and the Stage 2 Disinfection Byproduct Rule.
- 3. The GC-ECD Instrument must be fully automated for analysis with a system controller that is loaded with the necessary software which is compatible with Windows XP. System controller software must be able to export data to the existing Laboratory Information Management System (LIMS).
- 4. The GC-ECD Instrument system controller software must be able to fulfill all of the analytical and quality control requirements stated in the EPA Method 552.3 (Rev. 1.0) as well as the pertinent requirements listed in Chapter IV of the EPA "Manual for the Certification of Laboratories Analyzing Drinking Water, Fifth edition, January 2005", for the analysis of HAA5 in drinking water.
- 5. Instrument must be equipped with a system software controlled autosampler.
- 6. The GC-ECD Instrument must come with a temperature-programmable split / splitless capillary column injector.
- 7. The GC-ECD Instrument must come equipped with a Primary GC Column for method 552.3 volatiles analysis. This is a DB-1701, 30-meter length, 0.25-mm i.d., 0.25-μm film, fused silica capillary with chemically bonded (14% cyanopropylphenylmethylpolysiloxane), or equivalent bonded, fused silica column.

- 8. The GC-ECD Instrument must come equipped with a Secondary Confirmation GC Column. This is a DB-5.625, 30-meter length, 0.25-mm i.d., 0.25-mm film, fused silica capillary with chemically bonded ("equivalent to" 5% phenylmethylpolysiloxane), or equivalent bonded, fused silica column.
- 9. The GC-ECD Instrument must come equipped with a low volume, micro, Electron Capture Detector for each of the Primary and Secondary Confirmation columns.
- 10. The GC-ECD Instrument oven must be capable of a rapid cool-down rate from 450 °C to 50 °C in less than 2 minutes to facilitate fast analytical cycle times.
- 11. The GC-ECD Instrument must come equipped with a programmable pneumatic control system, or fully equivalent technology, that controls and monitors all injector, detector, and auxiliary gases electronically.
- 12. The GC-ECD Instrument system must operate on 110-120 V AC.

Installation Requirements:

- 1. Vendor must install the GC-ECD Instrument system in the Environmental Chemistry Laboratory in the Elk Office Center building at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
- 2. Vendor must provide to the Environmental Chemistry Laboratory (ECL) Program Manager all relevant information concerning the installation in a documented form at least 2 weeks prior to the scheduled installation.
- 3. At the time of the GC-ECD Instrument installation, Vendor must provide to the ECL Program Manager: All relevant system manuals for hardware components; system and application software documentation; a parts, supplies, accessories catalog.
- 4. Vendor must include all necessary cables and fittings and other costs for installation in the submitted bid price.
- 5. Installation and on-site training must be completed within 90 days of delivery date.

Training Requirements:

- 1. Vendor must provide on-site training for Environmental Chemistry Laboratory personnel on the operation and user maintenance requirements of the GC-ECD, following completion of installation.
- 2. Vendor must provide on-site training relevant to the acceptable performance of the EPA method 552.3.
- 3. On-site training provided by Vendor must be for a minimum of 3 days following Instrument system installation.
- 4. All costs incurred by the Vendor including travel, lodging, and living expenses necessary to provide this training shall be included in the bid price.

Warranty Requirements:

1. Vendor must include in the total price of the equipment at least 1-year factory warranty covering all system components.

- 2. Software support must be included as part of one-year warranty. Vendor must agree to provide software support for any subsequent service agreements that may follow the original one-year standard warranty.
- 3. Warranty must include on-site service including labor, travel time, and expenses with a 24-hour on-site response time at no extra cost to maintain the specifications listed in this bid and the Vendor's product specifications.
- 4. Vendor must include all warranty information including terms and conditions upon delivery.
- 5. Warranty to begin upon completion of installation.
- 6. Service provided under warranty must be provided directly by an employee of the Vendor's company exclusive of contracted third parties.
- 7. Vendor must agree to offer the first one year extended service warranty after the initial 1 year warranty expires at a cost indicated on the bid response page.
- 8. For a period of ten years commencing with the end of the one year warranty period following installation, the Vendor must make available a one-year service period for preventive maintenance and emergency service on both system hardware and software on a reoccurring annual basis.

Delivery Requirements:

- 1. The GC-ECD Instrument and its components must be shipped for "inside delivery" by freight delivery company.
- 2. The GC-ECD Instrument and its components are to be shipped "F.O.B. Destination" unless otherwise stated in quote by Vendor. Any shipping and handling requirements must be stated in Vendor's quote.
- 3. Delivery must be within 90 days after receipt of order.

Conformance Requirements:

- 1. The GC-ECD system must be operated for a period of 30 days following installation and must be found to conform to the herein listed specifications.
- 2. Vendor must agree to accept the return of the GC-ECD system should the GC-ECD system fail to conform to any required specification within this 30 day period.
- 3. Should the GC-ECD system be returned to the Vendor, the Vendor must agree to provide a full refund of the bid price of the GC-ECD system to the State of West Virginia.

RFQ COST SHEET

Bidders shall provide a cost for the following:	
Gas Chromatograph – Mass Spectrometer (GC-MS)	\$_87.664.20
On-site Basic User Training (1 day at installation of equipment)	\$included in item 1
Advanced Training Course (4 days)	\$ <u>1933.60</u>
Gas Chromatograph – Electron Capture Detector (GC-ECD)	\$23,592.00
On-site Basic User Training (3 days at installation of equipment)	\$ 17,280.00
Total Cos	s t \$ 130,469.80
The award will be made to the vendor with the lowest overall total which meets all requested specifications and requirements. Payme	
Sandia Beal	06/17/2009
Vendor Signature Da	ate

WV-96 Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- <u>DISPUTES</u> Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims. 1.
- HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety. 2.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law. 3.
- TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor 4. or any other party.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears. 5.
- INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted. б,
- RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted. 7.
- FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default. 8.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted. 9.
- SIMILAR SERVICES Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted. 10.
- ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void. 11.
- ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement. 12.
- LIMITATION OF LEABILITY. The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property. 13.
- RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. 14.
- TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term. 15.
- RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties. 16.
- INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted. 17.
- RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice. 18.
- ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted. 19.
- CONFIDENTIALITY: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Preedom of Information Act. 20.
- AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General. 21.

ACCEPTED BY: STATE OF WEST VIRGINIA	YENDOR
	Company Name: Agilent Technologies Inc
Signed:	Signed: Sandia Beal
Title:	Title: Business Sales Specialist 06/17/2009
Date:	Date:

ATTACHMENT P.O.# LBS90133

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed Luxue Beal	06/17/2009		
	Date	Signature	Date
Business Sales Specialist			
Title		Title	
Agilent Technologies Inc			
Company Name		Agency/Division	lydna są tyj a

STATE OF WEST VIRGINIA **Purchasing Division**

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public Improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/ noticeConfidentiality.pdf.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Agilent Technologies Inc		
Authorized Signature: Sanelia Be	Date:	06/17/09
Authorized Signature		
Purchasing Affidavit (Revised 01/01/09)		

State of West Virginia

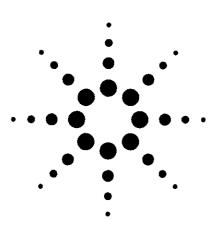
VENDOR PREFERENCE CERTIFICATE

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

NOT APPLICABLE

1.	Application is made for 2.5% resident vendor Bidder is an individual resident vendor and has resing the date of this certification; or,	preference for the reason checked: ided continuously in West Virginia for four (4) years immediately preced-
	Bidder is a partnership, association or corporation business continuously in West Virginia for four (4) ownership interest of Bidder is held by another ind maintained its headquarters or principal place of preceding the date of this certification; or,	resident vendor and has maintained its headquarters or principal place of years immediately preceding the date of this certification; or 80% of the lividual, partnership, association or corporation resident vendor who has business continuously in West Virginia for four (4) years immediately to or subsidiary which employs a minimum of one hundred state residents
		cipal place of business within West Virginia continuously for the four (4)
2.		ring the life of the contract, on average at least 75% of the employees lest Virginia who have resided in the state continuously for the two years
3.	affiliate or subsidiary which maintains its headque minimum of one hundred state residents who cer	mum of one hundred state residents or is a nonresident vendor with an earters or principal place of business within West Virginia employing a tilies that, during the life of the contract, on average at least 75% of the employees are residents of West Virginia who have resided in the state
4.	Application is made for 5% resident vendor p Bidder meets either the requirement of both subdi	reference for the reason checked: visions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Bidder is an individual resident vendor who is a vete	preference who is a veteran for the reason checked: eran of the United States armed forces, the reserves or the National Guard for the four years immediately preceding the date on which the bid is
6.	Bidder is a resident vendor who is a veteran of the purposes of producing or distributing the commod continuously over the entire term of the project, or	r preference who is a veteran for the reason checked: e United States armed forces, the reserves or the National Guard, if, for ities or completing the project which is the subject of the vendor's bid and on average at least seventy-five percent of the vendor's employees are e state continuously for the two immediately preceding years.
require: against	ments for such preference, the Secretary may orde	es that a Bidder receiving preference has failed to continue to meet the or the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty bid amount and that such penalty will be paid to the contracting agency urchase order.
authoriz	es the Department of Revenue to disclose to the Di	e any reasonably requested information to the Purchasing Division and rector of Purchasing appropriate information verifying that Bidder has paid on does not contain the amounts of taxes paid nor any other information
and ac	curate in all respects; and that if a contract is	a Code, §61-5-3), Bidder hereby certifies that this certificate is true issued to Bidder and if anything contained within this certificate notify the Purchasing Division in writing immediately.
Bidder	Agilent Technologies Inc	Signed: Sander Beal
Date:_	06/17/09	Title: Business Sales Specialist

^{*}Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



Operation of the Agilent GC-MSD System Using the Agilent ChemStation for GC-MSD

Agilent Chemical Analysis Training Courses

H4043A

Five Days Hands-On Operation

Description

Teaches skills to enhance an operator's efficiency and productivity when using the Agilent GC-MSD system.

Provides experience in data acquisition, data analysis, library searching, reporting, and customizing the system to meet specific laboratory or customer needs.

4.0 CEUs

Course Outline

Day One

- MSD Hardware and Tuning
- GC-MSD Maintenance
- MS Source Cleaning

Day Two

- Data Acquisition in SCAN Mode
- Data Acquisition in SIM Mode

Day Three

- Qualitative Data Analysis
- Library Concepts and Library Search Reports
- Quantitative Data Analysis
- Integration
- Calibrated Reports

Day Four

- · Customized Reports
- Reverse Polish Notation (RPN)
 Commands for Simplification
- Introduction to Macro Programming

Day Five

- Sequencing
- Course Review
- Additional Topics

Prerequisites

- A fundamental knowledge of gas chromatography and mass spectrometry.
- Completion of the computer-based training delivered with the system.
- At least one month of experience in using an Agilent GC-MSD system.
- A basic understanding of Microsoft[®] Windows[®].

Student Profile

A new user of the Agilent ChemStation for GC-MSD.

Equipment Used during Training

- Agilent 6890 gas chromatograph with 5972 mass selective detector
- Agilent 6890 gas chromatograph with 5973 mass selective detector
- Agilent ChemStation for GC-MSD (ver. B.01.xx/Windows NT)

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Quotation

Quote No.	Crea	eate Date Delivery		Create Date Delivery Time		Page
854459	06/1	7/2009	9 3 Weeks		1 of 5	
Contact		Pho	ne no.		Valid to	
Rick Browni	ng	304-84	40-4752		08/16/2009	

To place an order: Call 1-800-227-9770 Option 1

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
G3242A 5975C inert MSD/DS Std Turbo EI System for use with 7890A, 6890 and 6850 GC. Includes G3171A MSD, ChemStation (Win XP) G1701EA SW, PC, LaserJet printer. Not included: G3397A Ion gauge controller. With the following configuration: Ship-to Country: USA Installation (44K) Familiarization at Installation (44L) 1 Year SW Update/Phone Assist (44W) 1YR PC Repair Recovery Service (0TP)	1.000 EA	61,101.00 USD	12,220.20-	48,880.80
		ltem Total		48,880.80
ecial discount of 20.00 % is applied.				
G3391A Site Preparation Package for use with 5975C inert MSDs and MSD bundles. With the following configuration:	1.000 EA	35.25 USD	7.05-	28.20
Ship-to Country : USA		·		
		item Total		28.20
ecial discount of 20.00 % is applied.				



Quotation

Quote No.	Cre	ate Date	Delivery Tir	ne Page	
854459	06/1	17/2009	3 Week	s 2 of 5	
Contact	· · · ·	Pho	ne no.	Valid to	
Rick Brown	ing	304-84	40-4752	08/16/2009	

To place an order: Call 1-800-227-9770 Option 1

Product/Description	Qty/l	Jnit	Unit List Price	Discount Amount	Extended Net Price
G3442A Agilent 7890A GC for 5975 Series MSD Includes 100psl split/splitless inlet, LAN interface and interface for 5975 Series MSD. With the following configuration:	1.000	EA	17,453.00 USD	3,490.60-	13,962.40
Ship-to Country : USA					
Installation (44K) Familiarization at Installation (44L)					
			Item Total		13,962.40
Special discount of 20.00 % is applied.					
G2913A 7683B Autoinjector Module Includes one transfer turret, one 8-sample turret, 7890/6890 Injector mounting post, and small "parking" post for GC.	1.000	EA	5,921.00 USD	1,184.20-	4,736.80
With the following configuration: Ship-to Country: USA					
Installation (44K)	1	EA EA	304.00 USD 203.00 USD	60.80- 40.60-	243.20 162.40
Familiarization at Installation (44L)	1	EA	203.00 050	40.00-	102.40
			Item Total		5,142.40
Special discount of 20.00 % is applied.					



Quotation

Quote No.	Cre	ate Date	Del	lvery Time	Page
854459	06/1	17/2009	3	Weeks	3 of 5
Contact	Phone no.		Phone no.		Valid to
Rick Browni	ng	304-840-4752		52	08/16/2009

To place an order: Call 1-800-227-9770 Option 1

Product/Description	Qty/l	Jnit	Unit List Price	Discount Amount	Extended Net Price	
H2149A Chemical Analysis Application Consulting Provides on-site assistance. For consulting, training, documentation and implementation services. Requires option.	3.000	EA		•		
With the following configuration: Ship-to Country : USA Three Day On-site (Includes Travel)	3	EA	7,200.00 USD	4,320.00-	17,280.00	
			item Total		17,280.00	
Special discount of 20.00 % is applied.						
H4043A GC/MSD ChemStation & Instrument Op Training provides experience in data acquisition, data analysis, library searching, reporting, and customizing the system to meet specific laboratory user needs.	1.000	EA	2,417.00 USD	483.40-	1,933.60	
			Item Total		1,933.60	
Special discount of 20.00 % is applied.						
	<u> </u>					



Quotation

Quote No.	Crea	Create Date 06/17/2009		Date Delivery Time		
854459	06/1			Weeks	4 of 5	
Contact		Phone no.			Valld to	
Rick Browni	ng	304-840-4752		08/16/2009		

To place an order: Cail 1-800-227-9770 Option 1

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
123-1334 DB-624 30m, 0.32mm, 1.80um	1.000 EA	546.00 USD	109.20-	436.80
		item Total		436.80
ecial discount of 20.00 % is applied.				
		Gross Amount	: \$	109,580.25
		Total Discount	: \$	21,916.05
		Total	: \$	87,664.20



Quotation

Quote No.	Create Date		Delivery Time	e Page
854459	06/17/2009		3 Weeks	5 of 5
Contact	Contact Pho		ne no.	Valid to
Rick Browni	ng	304-84	10-4752	08/16/2009

To place an order: Call 1-800-227-9770 Option 1

For Instruments Fax : 302-633-8953
For Consumables Fax : 302-633-8901
Email : Iscainstrumentsales@agilent.com
For additional instructions, see last page

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.
- 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 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 Agitent's preferred financing partner, GE Capital Solutions. For more information or to discuss how monthly payments could suit your operational or budgetary requirements, contact your Agitent Account Manager.

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 \$2000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
- Payment Terms: Net 30 days from invoice date, subject to credit approval.
- * Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.
- * Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.

The Delivery Time reflected is based on availability at the time of quotation and is only a guideline for delivery receipt. Order specific Delivery Time will be determined at order placement and is subject to current availability.

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 Sele, Agilent's Terms of Sale for Custom Products and the LSCA Supplemental Terms to Sele, Agilent's Terms of Sele for Custom Products and the LSCA Supplemental Terms is subject to the sele of product and services referenced herein. A copy of that agreement will apply to those Products and Services and the LSCA Supplemental Terms is 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 delivory 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.



Quotation

Quote No.	Create Date		Delivery Time		e Page	
854462	06/1	6/17/2009		Weeks	1 of 4	
Contact Pho			ne no.		Valid to	
Rick Brown	Rick Browning 304-840-4752 08/16/20		304-840-4752		08/16/2009	

To place an order: Call 1-800-227-9770 Option 1

For Instruments Fax : 302-633-8953
For Consumables Fax : 302-633-8901
Email : Iscainstrumentsales@agilent.com
For additional instructions, see last page

DHHR_Marchio_90133

Product/Description	Qty/l	Jnit 	Unit List Price	Discount Amount	Extended Net Price
G3440A Agilent 7890A Series GC Custom.	1.000	EA	11,948.00 USD	2,389.60-	9,558.40
includes LAN interface, 7683 interface,				•	
20-ramp oven programming, 6 heated zones,					
2 analog out, keyboard and display pressure					
setpoints to 0.001psi (0-99psi)					
With the following configuration:		•			
Ship-to Country : USA					
Capillary S/SI inlet with EPC	1	EA	3,716.00 USD	743.20-	2,972.80
Micro Electron Capture Detector with EPC	1	EA	5,970.00 USD	1,194.00-	4,776.00
Micro Electron Capture Detector with EPC	1	EA	5,970.00 USD	1,194.00-	4,776.00
Installation (44K)	1	EA	1,216.00 USD	243.20-	972.80
Familiarization at Installation (44L)	1	EA	670.00 USD	134.00-	536.00
		•	Item Total		23,592.00

Special discount of 20.00 % is applied.

A General License Registration Card for certificationhas been included with this quotation. In order to comply with the NRC state agency U.S. Customers and Puerto Rico must have this certification on file before the electron capture detector (ECD) will be sold or shipped. Prior to order entry this card must be forwarded with your purchase order. Please complete the information and the end user's name, title and telephone who will be responsible for the ECD. To expedite matters, fax this card to 302-633-8953.



Quotation

Quote No.	Create Date		Delivery Time		Page
854462	06/17/2009		4	Weeks	2 of 4
Contact		Pho			Valid to
Rick Browni	ng	304-84	10-47	52	08/16/2009

To place an order: Call 1-800-227-9770 Option 1

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
1 22-5632 DB-5.625 30m, 0.25mm, 0.50um	1.000 EA	487.00 USD	97.40-	389.60
		ltem Total		389.60
Special discount of 20.00 % is applied. 122-0732 DB-1701 30m, 0.25mm, 0.25um	1.000 EA	472.00 USD	94.40-	377.60
		item Total		377.60
Special discount of 20.00 % is applied. 5181-3398 Y splitter deactivated	5.000 EA	172.00 USD	172.00-	688.00
		Item Total		688.00
Special discount of 20.00 % is applied.				



Quotation

Quote No.	Create Dat	Del	Ivery Time	Page
854462	06/17/200	9 4	Weeks	3 of 4
Contact		hone no.		Valld to
Rick Browni	ng 30	304-840-4752		08/16/2009

To place an order: Call 1-800-227-9770 Option 1

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
		Gross Amount	: \$	31,309.00
		Total Discount Total	: \$: \$	6,261.80 25,047.20



Quotation

Quote No.	Create Date	Delivery Time	Page
854462	06/17/2009	4 Weeks	4 of 4
Contact	Pho	ne no.	Valid to
Rick Browni	ng 304-8	40-4752	08/16/2009

To place an order: Call 1-800-227-9770 Option 1

For Instruments Fax : 302-633-8953
For Consumables Fax : 302-633-8901
Email : Iscainstrumentsales@agilent.com
For additional instructions, see last page

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.
- 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 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, GE Capital Solutions. For more information or to discuss how monthly payments could suit your operational or budgetary requirements, contact your Agilent Account Manager.

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 \$2000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
- Payment Terms: Net 30 days from invoice date, subject to credit approval.
- * Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.
- * Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.

The Delivery Time reflected is based on availability at the time of quotation and is only a guideline for delivery receipt. Order specific Delivery Time will be determined at order placement and is subject to current availability.

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 Aglient's Terms of Sale, and any LSCA Supplemental Terms or other applicable terms referenced herein. If any Products or Services are manufactured, configured or adepted to meet Customer's requirements, the sale of all Products and Services referenced in this quotation is subject to the time current version of Aglient's Terms of Sale for Custom Products and any LSCA Supplemental Terms or other applicable terms referenced herein. A copy of Aglient'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 a separate agreement in effect with Aglient covering the sale of Products and Services referenced in this quotation, the terms of that agreement will apply to those Products and Services. Aglient expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Aglient. 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 Aglient acknowledges 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.



CUSTOMER ECD REGULATORY INFORMATION

Mandatory U.S. Nuclear Regulatory Commission regulations controlling general license Electron Capture Detectors (ECDs) are posted at the NRC 10 CFR web site (http://www.nrc.gov/reading-rm/doc-collections/cfr/). Regulations that control the use of your ECD are 10 CFR:

- 20.2201 Reports of theft or loss of licensed material
- 20.2202 Notification of incidents
- 30.51 Records
 - 31.2 Terms and conditions
- 31.5 Certain detecting, measuring, gauging, or controlling devices and certain devices for producing light or an ionized atmosphere

. PLEASE NOTE! These regulations, and in particular section 31.5, provide critical control and reporting requirements that must be strictly adhered to. Failure to do so can lead to serious regulatory agency actions

Contact the Agilent Technologies, Inc. Little Falls Site RSO at 302-633-8262 if you do not have internet access for a hard copy.

The intended End User must certify on the following "General License Registration Form" that he or she will adhere to these regulations before a sales order can be generated. This form is not a license but a tracking tool enabling Agilent Technologies, Inc. to meet its' reporting requirements.

General Licensees residing in an Agreement State must understand that their ECDs are regulated by their state radiation agency. If you reside in an Agreement State, please contact your state radiation agency to determine any differences between state and federal requirements. Agreement State addresses and phone numbers are listed in the enclosed Appendix D of Section 20.2201.

The following services for ECDs can only be provided by a Specific Licensee:

- Accessing the radioactive source.
- Refurbishing the ECD.
 - Transferring ECDs to other General Licensees, except as stipulated in Section 31.5 (c) (9) (enclosed)
- Exporting ECDs, except as stipulated in Section 31.5 (c) (7)

Furthermore, ECDs may only be disposed of through an authorized Licensee. ECDs must be removed from other instruments and disposed of separately. It is not necessary to utilize Agilent Technologies, Inc. for your ECD disposal but the service you do choose must have the specific authorization to handle devices containing Nickel 63. The cost of disposal through Agilent Technologies, Inc. is \$250.00 (reference product number R1629A) as of 1/26/01 but will change as necessary. Warning: NRC's policy is to issue high civil penalties for improper disposal

Other important safety information will be provided or referenced in the operator's manual entitled "Information For General Licensees" which will be shipped with the ECD.

GENERAL LICENSE REGISTRATION FORM

Note: For U.S. customers, Agilent Technologies, Inc. must have this certification on file before the Electron Capture Detector (ECD) will be sold or shipped. Please read the information below, complete the requested information, and sign where indicated. Please note that the person designated as the End User must be the person identified by the General Licensee as having responsibility for having knowledge of the appropriate regulations and requirements and having the authority for taking required actions to comply with appropriate regulations and requirements as defined in NRC Regulations 10 CFR Section 31.5 (c) (12) (enclosed).

The undersigned End User hereby certifies that he/she will adhere to the requirements of NRC Regulations 10 CFR 20.2201, 20.2202, 30.51, 31.2, and 31.5 as referenced above. The undersigned also accepts responsibility for the operation and maintenance of the ECD in a safe manner lying beyond the manufacturer's control.

ECD Purchased:	
7890A Micro ECD Part numbers G2397AD, G2397-60610, G3	3440A Option 231
6890 Micro - ECD Part numbers G2397A, G2397-60510, G15	530N Option 231,orG1540N Option 231
6850 Series II Micro-ECD Part numbers G2397AB, G2630B Option 2	231
Please type or print legibly. Shaded areas are manda Agilent to the U.S. Nuclear Regulatory Commission. provided or is not legible.	ntory customer information that must be provided by Your order may be delayed if information is not
Customer Purchase Order Number:	Date Quotation Received:
End User's Name: (Print)	
End User's Title:	
Company Name (No abbreviations please):	
Address (No P.O. Boxes):	
中国电影大学 医乳腺性 化二氯甲二烷 网络大大大大大大大大大大大大大大大大大大大大大大大	
	State: Zip Code:
End User's (Signature)	
Agilent Only: Sales Order Number:	·

P/N: G2397-90000

Document Owner: David S. Bennett (RSO)

FAX this page only, once completed, to 302-633-8953

Answers to Frequently Asked Questions About General License ECDs

What is a General License?

Unfortunately, there is much confusion over the term "General License" because no "license" or document is issued to the recipient of the General License (GL) device. The NRC grants permission to purchase certain low hazard radioactive products without the need to go through an expensive and time-consuming licensure process. The recipient of the device is granted "general license" (more accurately, general permission) to acquire, receive, possess, use, or transfer the device (all described on the first page of 10 CFR 31.5). It's a great benefit in the U.S. but the recipient of the GL device must comply with the regulations noted on the first page of the document entitled Customer ECD Regulatory Information provided by Agilent at the time of the sale. Agilent has U.S. Nuclear Regulatory Commission materials licenses to manufacture and distribute these General License devices, but these licenses do not cover our customers.

Why do I have to fill out and return a General License Registration Form before I can get my ECD?

The U.S. NRC requires manufacturers of Generally Licensed devices to provide regulatory information to potential customers prior to shipment so the customer can be made aware of their regulatory requirements under the General License provisions outlined in the NRC regulation 10 CFR 31.5 before they commit themselves to purchase generally licensed devices. The completed General License Registration Form (GLRF) proves for our records that the intended End User (the person with regulatory responsibility for the ECD) has been made aware of these regulations and agrees to comply with them. Once we have the completed form returned, we can ship the device. This process serves to inform the customer of their requirements under the regulations governing Generally Licensed devices as well as to prove to the NRC that Agilent Technologies, Inc. is in compliance with our regulatory and licensure requirements.

Does the customer buy an ECD under Agilent's General License?

No. As stated above, Agilent has a material license authorizing the company to distribute General Licensed devices to those customers covered under 10 CFR 331.5 (found at the NRC website: http://www.nrc.gov/reading-rm/doc-collections/cfr/part031/part031-0005.html). The customer is granted General License to acquire receive, possess, use or transfer the device in accordance with provisions of 10 CFR 31.5.

Can a customer with a Specific License manage General License ECDs under their Specific License?

Yes. However, the customer will typically have to manage their General License ECDs in accordance with the NRC or Agreement State agency's General License regulations and their Specific License ECDs in accordance with the terms of their Specific License. We say typically because the issuing agency may permit the handling of the GL device under the customer's material license. It's recommended that the customer contact their issuing agency for the agency's interpretation.

Should a customer purchase a General License ECD and include it undertheir Specific License?

This is not recommended. By nature of the General License provisions, customers are not required to be "licensed" by the NRC or Agreement State agency in order to purchase General License devices. Again, if the customer has a Specific License, they will typically have to maintain the General License separately (under the NRC or Agreement State General License regulations) from the Specific License requirements.

What if the customer has identified a General License model number in the scope of their Specific License?

A customer should not list General License model numbers in a Specific License as the ECD would have to be handled under the terms of both the customer's Specific License and the NRC or Agreement State General License regulations. The customer is strongly encouraged to contact the Specific License issuing authority for direction in points of conflict between the terms of the Specific License and General License regulations (e.g., restriction of movement on General License devices vs. Specific Licenses allowing for movement within the

scope of the license). It is recommended that the customer consider amending their Specific License to eliminate the General License model from their Specific License.

Why can't Agilent Technologies, Inc. accept a customer's specific (or Materials) license?

Customers frequently manage General License ECDs under Specific (or Materials) Licenses and will substitute a copy of their license in lieu of completing and returning a copy of the General License Registration Form. We cannot accept these as a substitute for the GLR Form for the following reasons:

1) As stated above, by nature of the General License provisions, customers are not required to be "licensed" by the NRC or Agreement State agency in order to purchase a General License device.

2) The General Licensee is required to comply with NRC or Agreement State regulations whereas the Specific Licensee is required to comply with the statements and requirements posted on their license. The differences between regulation and license requirements may differ significantly depending on the situation of the Specific Licensee.

3) The NRC requires distributors of General License devices to provide them and Agreement States with the actual location (by address and End User) of the device. Specific licensees can move their ECDs anywhere within the scope of their license, which, in say a university with a multi facility campus, could

be any of dozens of buildings.

4) The General License regulations require the assigning of an individual (identified as the End User) who will have direct control over the movement of each ECD. The specific licensee identifies a designated RSO who is expected to meet rigorous training requirements and bear responsibilities that are far beyond the scope of the General License End User.

Can we accept a General License Registration Form in lieu of a customer's Specific License when they order a Specific License ECD?

No. This is so because:

- 1) The NRC mandates that we sell our ECDs only to "licensed" customers, and we cannot verify such without a copy of the customer's license.
- 2) In order to verify that the customer is licensed, we must examine license expiration dates, maximum amounts of Ni-63 allowed under the license, and that the ECD is being shipped to a location within the scope of the customer's license. We simply can't verify these from the information provided in the General License Registration Form.

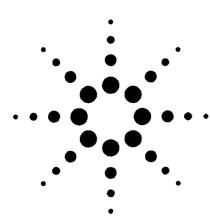
What if the customer claims exemption from General License Registration?

Refer to the ECD procedure GCECD068 maintained in Order Processing, Field Repair, and ECD Lab notebooks.

Basically:

- 1) Assure the customer that we are not requiring them to file for a license and that the General License Registration Form is only a tracking device for our customer.
- 2) Inform the customer that we are required to provide the following information to the Nuclear Regulatory Commission and Agreement States for the transfer of the device to their location:
- End User's name*, title, and telephone number
- Exact street location that the device will be used
- * The person identified by the General Licensee as having responsibility for having knowledge of the appropriate regulations and requirements and having the authority for taking required actions to comply with appropriate regulations and requirements as defined in NRC Regulation 10 CFR Section 31.5 (c) (12)

Please call the RSO at 302-633-8262 if there are any further questions.



Operation of the Agilent GC-MSD System Using the Agilent ChemStation for GC-MSD

Agilent Chemical Analysis Training Courses

H4043A

Five Days Hands-On Operation

Description

Teaches skills to enhance an operator's efficiency and productivity when using the Agilent GC-MSD system.

Provides experience in data acquisition, data analysis, library searching, reporting, and customizing the system to meet specific laboratory or customer needs.

4.0 CEUs

Course Outline

Day One

- MSD Hardware and Tuning
- GC-MSD Maintenance
- MS Source Cleaning

Day Two

- Data Acquisition in SCAN Mode
- Data Acquisition in SIM Mode

Day Three

- Qualitative Data Analysis
- Library Concepts and Library Search Reports
- Quantitative Data Analysis
- Integration
- Calibrated Reports

Day Four

- Customized Reports
- Reverse Polish Notation (RPN)
 Commands for Simplification
- . Introduction to Macro Programming

Day Five

- Sequencing
- Course Review
- Additional Topics

Prerequisites

- A fundamental knowledge of gas chromatography and mass spectrometry.
- Completion of the computer-based training delivered with the system.
- At least one month of experience in using an Agilent GC-MSD system.
- A basic understanding of Microsoft[®] Windows[®].

Student Profile

A new user of the Agilent ChemStation for GC-MSD.

Equipment Used during Training

- Agilent 6890 gas chromatograph with 5972 mass selective detector
- Agilent 6890 gas chromatograph with 5973 mass selective detector
- Agilent ChemStation for GC-MSD (ver. B.01.xx/Windows NT)

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Agilent Professional Services



Project Management and Consulting

With over fifty years experience providing customized solutions to laboratories around the world, Agilent Professional Services is your best choice for laboratory project management and consulting. We assess current practices, identify areas for improvement, create enhanced solutions and implement projects that deliver greater productivity, reduce costs, and simplified processes and procedures.

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more...

Feature



- On-Demand Project Management providing the expertise you need for any laboratory project
- Laboratory Optimization Services including work flow analysis, process engineering, and productivity consulting
- Laboratory Service Management offered under <u>Agilent Lab</u>
 <u>Resource Management</u> to consolidate lab-wide service and provide
 laboratory asset management services that reduce costs and improve
 service efficiencies
- Equipment Moves and Lab Relocation Services providing professional planning, site preparation, laboratory moves, and reinstallation management to assure a safe and successful move of laboratory equipment
- Customized Education and Training Courses tailoring the learning experience to your specific laboratory environment and to the skill level of your staff
- Customized Consulting that puts our certified project managers to work designing the right solution for you.

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- Agilent Services
- Other Agilent Multi-Vendor Services