



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

**Request for  
 Quotation**

RFO NUMBER
LBS10042

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

\*C08144020      800-227-9770

AGILENT TECHNOLOGIES INC  
 2850 CENTERVILLE ROAD

WILMINGTON DE 19808-1610

HEALTH AND HUMAN RESOURCES  
 ENVIRONMENTAL CHEMISTRY LAB

4710 CHIMNEY DRIVE  
 CHARLESTON, WV

25302

304-558-3530

DATE PRINTED 11/17/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/17/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		490-55		
GAS CHROMATOGRAPH - MASS SPECTROMETER (GC-MS)  INSTRUMENT TO ANALYSE FOR TRIHALOMETHANES (THM) AND VOLATILE ORGANIC CHEMICALS (VOC) AND TO PURCHASE A GAS CHROMATOGRAPH - ELECTRON CAPTURE DETECTOR (GC-ECD) INSTRUMENT TO ANALYZE FOR HALOACETIC ACIDS (HAAS) 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 REQUIREMENT OF A STATE'S PRINCIPAL LABORATORY MANDATED UNDER FEDERAL CODE AT 40 CFR 142.10(B) (4) FOR THE STATE TO MAINTAIN PRIMACY OVER IT'S 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 OFFICE OF LABORATORY SERVICES ENVIRONMENTAL CHEMISTRY LABORATORY AT 4710 CHIMNEY DRIVE, SUITE G, CHARLESTON, WEST VIRGINIA 25302.  >> PLEASE SEE ATTACHED SPECIFICATIONS/COST SHEET <<  CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						NOV 23 2009  RECEIVED  2009 DEC 16 A 10:20  ENVIRONMENTAL CHEMISTRY DIVISION STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-227-9770	DATE 12/15/09
TITLE Business Sales Specialist	FEIN 77-0518772	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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, the State may deem this contract null and void, and terminate such contract 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."

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**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.
3. 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.



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 Department of Administration  
 Purchasing Division  
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AGILENT TECHNOLOGIES INC  
 2850 CENTERVILLE ROAD

WILMINGTON DE 19808-1610

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 ENVIRONMENTAL CHEMISTRY LAB

4710 CHIMNEY DRIVE  
 CHARLESTON, WV  
 25302      304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 12/17/2009		BID OPENING TIME 01:30PM		

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<p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p><b>INQUIRIES:</b> WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/1/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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BID OPENING DATE: 12/17/2009      BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: -----RW/FILE 22-----</p> <p>RFQ. NO.: -----LBS10042-----</p> <p>BID OPENING DATE: -----12/17/2009-----</p> <p>BID OPENING TIME: -----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration  
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ROBERTA WAGNER 304-558-0067

\*C08144020      800-227-9770  
 AGILENT TECHNOLOGIES INC  
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WILMINGTON DE 19808-1610

SUBJECT

HEALTH AND HUMAN RESOURCES  
 ENVIRONMENTAL CHEMISTRY LAB

4710 CHIMNEY DRIVE  
 CHARLESTON, WV  
 25302      304-558-3530

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/17/2009				

BID OPENING DATE 12/17/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Rick Browning				304-840-4752		
***** THIS IS THE END OF RFQ LBS10042 ***** TOTAL:						\$ 25 047 20
<p>* Agilent Technologies, Inc. is bidding solely in accordance with Quotation no 905723 which is attached and hereby incorporated by reference. Agilent's offer is in accordance with Agilent's Terms and Conditions of Sale Exhibit E16 (01-May-2007) Please reference quote number 905723 on any resultant award. The above pricing does not include tax. If tax applies, please add appropriate tax amount to any resultant award.</p>						

SIGNATURE <i>Andrea Beal</i>				SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE Business Sales Specialist		FEIN 77-0518772		* TELEPHONE 800-227-9770	
				DATE 12/15/09	
ADDRESS CHANGES TO BE NOTED ABOVE					

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## Gas Chromatograph – Mass Spectrometer

### SPECIFICATIONS AND REQUIREMENTS:

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)

1. A GC-MS instrument is needed to analyze THMs and 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 able to 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. 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 a part of a Purge and Trap concentrator sampling system manufactured by OI Analytical. The autosampler is OI Analytical Model 4551-A. The Purge and Trap is the OI Analytical 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 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 be capable of mass scan rates at a minimum of 10,000 amu/sec.

10. The GC-MS Instrument must be capable of detecting a wide mass range at a minimum of 1.5-1090 (Daltons).
11. The GC-MS Instrument must come equipped with a 179 L/sec turbomolecular pump vacuum system, or better.
12. The GC-MS Instrument oven must be capable of a rapid cool-down rate, from 450°C to 50°C, in less than 6 minutes.
13. The GC-MS Instrument system must operate on 110-120 V AC

**Installation Requirements:**

1. 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, on-site training for Environmental Chemistry Laboratory personnel on the operation and user maintenance requirements of the GC-MS Instrument system.
2. 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.

**Warranty Requirements:**

1. Vendor must include in the total price of the equipment with at least 1-year factory warranty covering all system components.
2. Software support must be included as part of one-year 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. (Vendor should include a copy of the warranty.)
4. Warranty must begin upon acceptance of the completed installation and training.

**Delivery Requirements:**

1. The GC-MS Instrument and its components must be shipped for "inside delivery" by freight delivery company and must be delivered within 90 days of receipt of order
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.

**Gas Chromatograph – Electron Capture Detector****SPECIFICATIONS AND REQUIREMENTS:**

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).

1. A GC-ECD instrument is needed to analyze 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 able to 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. 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 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- $\mu$ m 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- $\mu$ m 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 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. 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.

- 
3. Warranty must include on-site service including labor, travel time, and expenses to maintain the specifications listed in this bid and the Vendor's product specifications. (Vendor should include a copy of the warranty.)
  4. Warranty must begin upon acceptance of the completed installation and training.

**Delivery Requirements:**

1. The GC-ECD Instrument and its components must be shipped for "inside delivery" by freight delivery company and must be delivered within 90 days of receipt of order.
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.

**RFQ COST SHEET**

Bidders shall provide a cost for the following:

**Gas Chromatograph – Mass Spectrometer (GC-MS)** \$ \_\_\_\_\_

On-Site User Training (at installation of equipment) \$ \_\_\_\_\_

**Gas Chromatograph – Electron Capture Detector (GC-ECD)** \$ \_\_\_\_\_

On-site User Training (at installation of equipment) \$ \_\_\_\_\_

Freight/Shipping Charge \$ \_\_\_\_\_

**Total Cost** \$ 23 592 00 \*\*

\*\* see attached quote for full details of cost

The award will be made to the vendor with the lowest overall total cost of the equipment which meets all requested specifications and requirements Payment will be made in arrears.

*Sandra Beal*  
Vendor Signature

12/15/09  
Date

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: *Landra Beal* Date: 12/15/09

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.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above which you are entitled to receive.

ATTACHMENT  
PO # LBS 10042

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

Agreed

Andrew Beal 12/15/09  
Signature Date

Business Sales Specialist

Title

Agilent Technologies Inc

Company Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

WV-96  
Rev 10/07

**AGREEMENT ADDENDUM**

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

- 1 **DISPUTES** - 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.
- 2 **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3 **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.
- 4 **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 or any other party.
- 5 **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
- 6 **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.
- 7 **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8 **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.
- 9 **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.
- 10 **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.
- 11 **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.
- 12 **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.
- 13 **LIMITATION OF LIABILITY** - 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.
- 14 **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.
- 15 **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.
- 16 **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17 **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.
- 18 **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.
- 19 **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20 **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 Freedom of Information Act.
- 21 **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.

ACCEPTED BY:

**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: Agilent Technologies Inc

Signed: \_\_\_\_\_

Signed: Sandra Beal

Title: \_\_\_\_\_

Title: Business Sales Specialist

Date: \_\_\_\_\_

Date: 12/15/09



# Quotation

Pat Marchio  
 Office Lab Services  
 State of West Virginia  
 Dept of Health & Human Services  
 4710 Chimney Dr Ste G  
 Charleston WV 25302-4841

Quote No.	Create Date	Delivery Time	Page
905723	12/09/2009	4 Weeks	1 of 5
Contact		Phone no.	Valid to
Rick Browning		304-840-4752	02/07/2010
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : Iscainstrumentalsales@agilent.com For additional instructions, see last page			

DHHR\_Marchio\_90133

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
<b>G3440A</b> Agilent 7890A Series GC Custom 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	1 000 EA	11,948 00 USD	2,389 60-	9,558 40
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
<b>Item Total</b>				<b>23,592 00</b>
Special discount of 20 00 % is applied				
A General License Registration Card for certification has 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

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 Office Lab Services  
 State of West Virginia  
 Dept of Health & Human Services  
 4710 Chimney Dr Ste G  
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905723	12/09/2009	4 Weeks	2 of 5
Contact	Phone no.	Valid to	
Rick Browning	304-840-4752	02/07/2010	
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Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
<b>122-5632</b> DB-5 625 30m 0 25mm 0 50um	1 000 EA	487.00 USD	97.40-	389.60
		<b>Item Total</b>		<b>389.60</b>
Special discount of 20.00 % is applied				
<b>122-0732</b> DB-1701 30m 0 25mm 0 25um	1 000 EA	472.00 USD	94.40-	377.60
		<b>Item Total</b>		<b>377.60</b>
Special discount of 20.00 % is applied				
<b>5181-3398</b> Y splitter deactivated	5 000 EA	172.00 USD	172.00-	688.00
		<b>Item Total</b>		<b>688.00</b>
Special discount of 20.00 % is applied				



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Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
		Gross Amount	: \$	31 309 00
		Total Discount	: \$	6 261 80
		<b>Total</b>	<b>: \$</b>	<b>25,047.20</b>

Pat Marchio  
 Office Lab Services  
 State of West Virginia  
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**TO PLACE AN ORDER** Agilent offers several options:

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

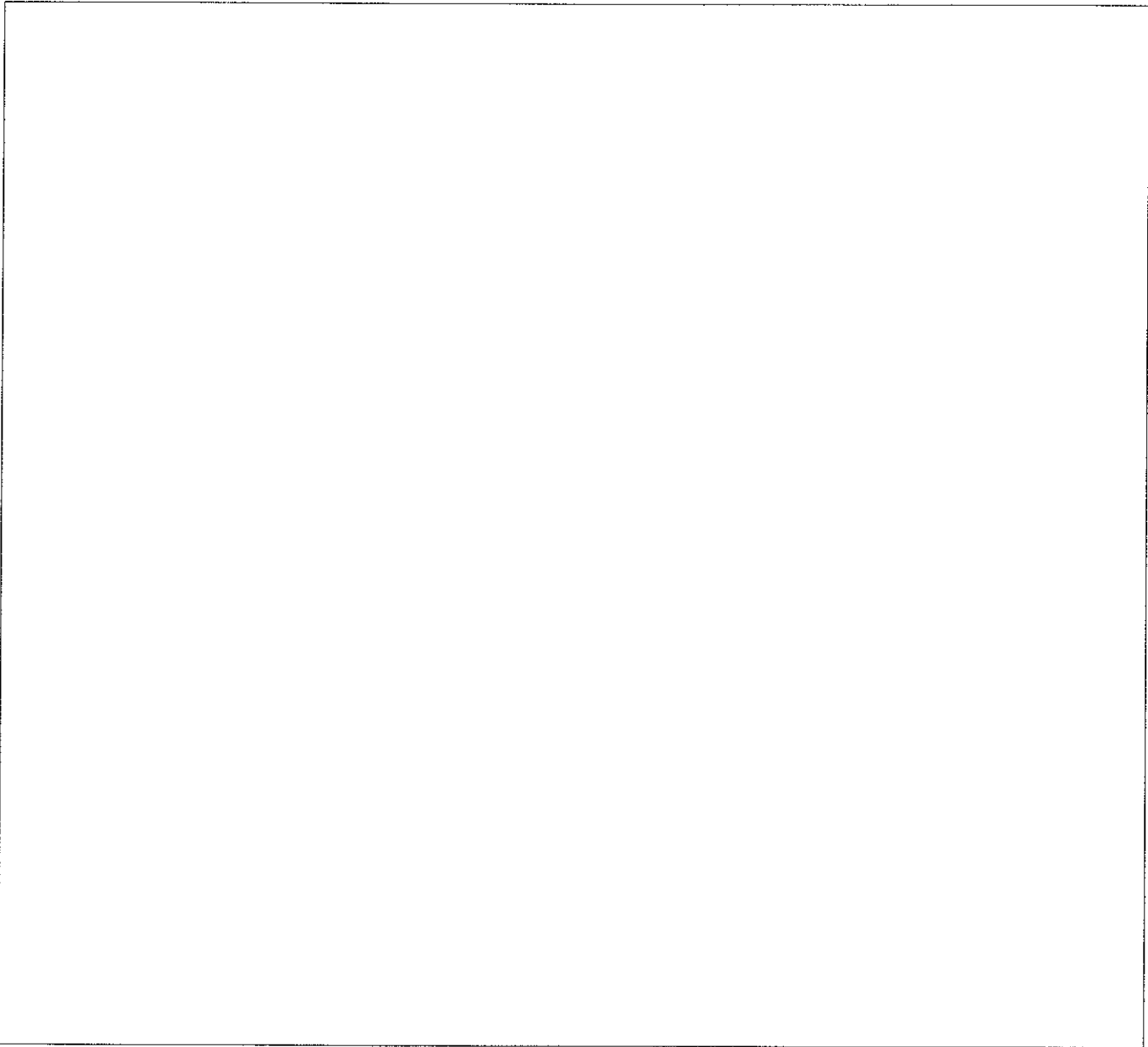
The sale of standard Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any LSCA Supplemental Terms or other applicable terms referenced herein. If any Products or Services are manufactured, configured or adapted to meet Customer's 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.



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# CUSTOMER ECD REGULATORY INFORMATION

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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, G3440A Option 231

6890 Micro - ECD

\_\_\_\_\_ Part numbers G2397A, G2397-60510, G1530N Option 231, or G1540N Option 231

6850 Series II Micro-ECD

\_\_\_\_\_ Part numbers G2397AB, G2630B Option 231

Please type or print legibly. Shaded areas are mandatory customer information that must be provided by Agilent to the U.S. Nuclear Regulatory Commission. Your order may be delayed if information is not provided or is not legible.

Customer Purchase Order Number: \_\_\_\_\_ Date Quotation Received: \_\_\_\_\_

End User's Name: (Print) \_\_\_\_\_

End User's Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Company Name (No abbreviations please): \_\_\_\_\_

Address (No P.O. Boxes): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

End User's (Signature) \_\_\_\_\_

Agilent Only: Sales Order Number: \_\_\_\_\_

**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 31.5 (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 under their 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