

Varian Inc
2700 Mitchell Drive
Walnut Creek, Ca 94598
Phone: 925 939 2400
Fax: 925 945 2360
<http://www.varianinc.com>



VARIAN

March 8, 2010

Ms. Roberta Wagner
State of West Virginia
Department of Administration
2019 Washington Street, East
Purchasing Division
Charleston, WV 25311

RE: RFQ-LBS10081

Dear Ms. Wagner:

Varian is pleased to be considered for the above referenced Bid. Varian's proposal and proposed price is predicated upon Varian Analytical Instruments Terms and Conditions which are included in our response. Varian is happy to discuss any questions or concerns the State of West Virginia may have to work toward mutually agreeable contract terms

Included in our response are the following:

Request for Quotation
Specifications and Requirements
RFQ Cost Sheet
Purchasing Affidavit
Vendor Preference Certificate – N/A
Agreement Addendum
Varian's Quote
Varian Analytical Instruments Terms and Conditions of Sale

Please note: In regards to your Warranty Requirements, specifically item #3, Varian, Inc. cannot meet the specific requirement

Thank you again for giving us the opportunity to provide a solution. If further information is required, please contact Varian's sales representative, Don Harrington at 925-393-2400 Ext 3014. If you have any questions of a contractual nature, please do not hesitate to contact me at 925-939-2400 Ext 6857 or via email at andrea.shipp@varianinc.com

Sincerely,

Andrea Shipp
Contracts Manager

Enc.



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

Request for Quotation

RFQ NUMBER
LBS10081

PAGE
1

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

*709065825 800-926-3000
 VARIAN INC
 2700 MITCHELL DRIVE
 WALNUT CREEK CA 94598

HEALTH AND HUMAN RESOURCES
 ENVIRONMENTAL CHEMISTRY LAB
 4710 CHIMNEY DRIVE
 CHARLESTON, WV
 25302 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/09/2010				

BID OPENING DATE: 03/11/2010 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) REQUEST TO PURCHASE ONE GAS CHROMATOGRAPH - MASS SPECTROMETER (GC-MS) TO ANALYZE FOR TRIHALOMETHANES (THMS) AND VOLATILE ORGANIC CHEMICALS (VOCs) IN DRINKING WATER TO FULFILL THE REQUIREMENTS OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS FOR COMPLIANCE MONITORING OF PUBLIC WATER SYSTEMS, PER THE ATTACHED SPECIFICATIONS. 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.						

RECEIVED
 2010 MAR 11 AM 11:06
 WASHINGTON
 DIVISION

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

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

n

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **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.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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>
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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 disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C.S.R. §148-1-6.6)



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

Request for Quotation

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

VENDOR

*709065825 800-926-3000
VARIAN INC
2700 MITCHELL DRIVE
WALNUT CREEK CA 94598

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	F.O.B.	FREIGHT TERMS
02/09/2010				

BID OPENING DATE: **03/11/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: 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>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 02/23/2010. 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

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



State of West Virginia
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VENDOR	*709065825	800-926-3000
	VARIAN INC	
	2700 MITCHELL DRIVE	
	WALNUT CREEK CA 94598	

SHIP TO	HEALTH AND HUMAN RESOURCES	
	ENVIRONMENTAL CHEMISTRY LAB	
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	CHARLESTON, WV	25302
		304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/09/2010				

BID OPENING DATE: 03/11/2010 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.:-----LBS10081-----</p> <p>BID OPENING DATE:--- 3/11/2010-----</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
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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State of West Virginia
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02/09/2010				

BID OPENING DATE: **03/11/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ LBS10081 *****						\$71,854

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Andrew Simpson</i>	TELEPHONE 925-939-2400	DATE 3/10/10
TITLE Contracts Manager	FEIN 77-0501995	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'
 EXCEPT AS NOTED IN ATTACHED DRAWINGS

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. 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. This GC-MS instrument must be fully automated for analysis with a system controller that is loaded with the necessary software. Vendor system controller software must be able to export data to the existing STARLIMS (Version 9) Laboratory Information Management System (LIMS).
4. This 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 an 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.
6. The GC-MS instrument must come with a split/splitless capillary column injector compatible with the referenced 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 1.5-1000 amu.
11. The GC-MS instrument must come equipped with a 60 L/sec turbomolecular pump vacuum system, or better.
12. 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. 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.
3. Vendor must include all necessary cables and fittings and other costs for installation in the submitted bid price.
4. Installation and on-site training must be completed within 90 days of delivery date.
5. **INSURANCE:** Prior to the issuance of a Purchase Order, the successful vendor shall furnish proof of commercial general liability insurance in a minimum amount of \$250,000 and also, proof of Workmens' Compensation Insurance coverage.

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 at least 1-year factory warranty covering all system components.
2. Vendor system controller software support must be included as part of one-year warranty.
3. ^{WPA} Warranty must include on-site service including labor, travel time, and expenses with a 72-hour on-site response time at no extra cost to maintain the specifications listed in this bid and the Vendor's product specifications.
4. Warranty must begin upon completion of installation.

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.

RFQ COST SHEET

Bidders shall provide a cost for the following:

Gas Chromatograph – Mass Spectrometer (GC-MS)

\$ 69,529-

On-Site User Training (at installation of equipment)

\$ 1,105-

Freight/Shipping Charge

\$ 1,250-

Total Cost \$ 71,884-

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.

Andrew Shupp
Vendor Signature

3/10/10
Date

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

RFQ No LBS10081

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Varian, Inc.

Authorized Signature: Andrew Shupp Date: 3/10/10

State of California

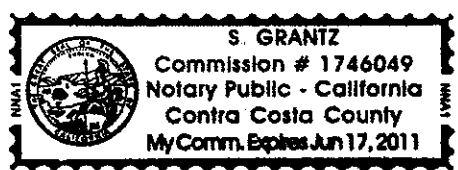
County of Contra Costa, to-wit:

Taken, subscribed, and sworn to before me this 10th day of March, 2010

My Commission expires 6-17, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC S. Grantz



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. **RECOURSEMENT** - 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

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Varian, Inc.

Signed: * Andrew Shupp

Title: Contracts manager

Date: 3/10/10

* Except as noted in Varian's Terms and conditions and cover letter.

ATTACHMENT
P.O.# LBS10081

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

Agreed

Signature

Date

Title

Company Name

Signature

Date

Title

Agency/Division

SEE LETTER DATED 3/8/10



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VARIAN

Varian Inc.
 2700 Mitchell Drive
 Walnut Creek, CA 94598
 www.varianinc.com
 Phone: (800) 926-3000 Fax: (925) 945-2360
 Email: csb-salesupport@varianinc.com

Quotation For:

Patrick Marchio
 West Virginia Dept. of Health
 Environmental Chemistry Lab
 4710 Chimney Drive, Suite G
 Charleston, WV 25302
 (304) 965 - 2694 [2235] FAX: (304) 558 - 4143

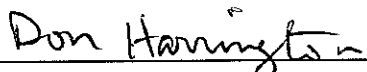
Your Inquiry: LBS10081	Varian Standard Terms & Conditions apply (see attached)
Payment Terms:	Quotation Expires: April 8, 2010
Shipping Method Best Way, Prepaid & Add	Delivery Lead Time: TBD
FOB: ORIGIN Destination	Unit Price Basis USD

 All applicable taxes, freight
 insurance, and/or other
 handling charges
 will be added at invoicing.

 GCMS 524.2
 Training

Submitted by:

4E5



 Don Harrington
 U.M.

For Order Placement:

Please reference Quotation Number on all purchase orders.
 Please forward all Purchase Orders and Correspondence to:
 Varian Inc.
 2700 Mitchell Drive
 Walnut Creek, CA 94598
 (800) 926-3000 Fax (925) 945-2360



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West Virginia Dept. of Health, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
Section 1 GCMS 524.2						

1.01	1	0393107001	240MS INT,431GC,115V,PCw/MSWS,DS102 Varian 240-MS / 431-GC System, Internal Ionization 115V	75,000.00	15.00%	63,750.00
------	---	------------	--	-----------	--------	-----------

Includes: 431-GC Gas Chromatograph 240-MS Ion Trap Mass Spectrometer. Selected Ion Storage (SIS), ion gauge, turbomolecular pumping system, foreline pump, PC workstation software, VF-5MS capillary column (30m x 0.25mm 0.25µm) and carrier gas filters. Installation and 1-year warranty included in the USA NOT INCLUDED with system: monitor printer, and GC installation kit

431-GC Features: Compact column oven (7.0 L / 426 cubic inches) with up to 7 ramps per method (10°C above ambient to 450°C) Rapid oven cool-down: 450°C to 50°C in 5.2 minutes Isothermal 1177 split/splitless injector with type 21 electronic flow control and stainless steel lines. Rollback top cover (with or without the autosampler) for easy access during injector maintenance. Built-in autosampler control (standard) for Varian CP-8400 and CP-8410 autosamplers Flash ROM memory for GC firmware upgrades Power fail protection for septum purge line to protect the capillary column. Supports Rapid-MS columns. Options include Ultimet inert coating for 1177 injector and type 25 EFC for purge and trap systems

240-MS Mass Spectrometer in Internal Ionization Mode The 240-MS includes Electron Ionization (EI) with full Scan and Selected Ion Storage (SIS) scanning SIS isolates up to five ranges or individual ions and excludes up to five ions for matrix reduction and increased sensitivity. SIS ion ranges can be library searched. Optional MS features are low pressure internal chemical ionization (CI) both with liquid and gas reagents MS/MS and MSn (n=10) All ionization and scanning modes can be programmed even in a single run. Optional external ionization configuration is also available with EI and high pressure positive negative and hybrid CI options. MS/MS and MSn can be initiated in all operational modes. The 240-MS allows automated switching between EI and CI ionization modes. The patented pulsed ionization keeps the source clean and assures extended periods of maintenance free operation. The 240-MS has mass range 10-1000 Da and dual filaments in both configuration for convenience and Silchrom-coated analyzer to assure maximum inertness Low noise off-axis ion detection is achieved using a HED (+/-) 10KV conversion dynode and continuous dynode electron multiplier. The normal scan rate of 5000 Da/sec can be increased to 10,000 Da/sec for higher data rate applications The Varian 280 L/sec turbo molecular pump and DS-102 rotary vane pump maintain ideal vacuum conditions Ion gauges independently monitor the manifold and foreline pressure to assist system optimization and troubleshooting

Varian MS Workstation software controls all GC autosampler and MS functions. It allows fully automated quantitative and qualitative analyses with standard and optional Custom Reports. Standard spectral libraries included are: TR (Terpenes) with approximately 600 spectra TX (Toxicology) with approximately 1300 spectra GP (General Purpose) with about 3,000 spectra. Optional library data bases are: NIST Wiley Pfleger-Mauer-Weber drug and pesticide library Rosner Mass Spectral Library of Designer Drugs Kuhnle Mass Spectral Library of Pharmaceuticals and Agrochemicals. and other custom libraries.



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West Virginia Dept. of Health, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
			<p>OptiPlex 960 MiniTower Computer</p> <p>Base: Intel® Core 2 Duo E8000 series, 3.0 GHz 6MB L2 cache 1333MHz FSB</p> <p>Memory: 2GB (2 x 1GB) DDR2 Non-ECC SDRAM, 667MHz. (filling 2 of 4 slots; expandable to 8GB)</p> <p>Video: Video card in PCIe bus with 1 DVI (digital) 1920x1200 max output</p> <p>Sound: Integrated sound card and chassis mounted speaker</p> <p>Network: Integrated Intel NIC (10/100/1000 Ethernet (Intel WG82567LM LOM))</p> <p>Hard Drive: SATA 250GB,3.0GB/s 7200 RPM with 8 MB buffer (NTFS format)</p> <p>Removable Media Storage Device: 16X DVD+/-RW SATA Drive with Roxio Creator (Dell edition)</p> <p>Floppy Drive: 1 44MB 3.5 Inch Floppy Drive</p> <p>Card Slots: 4 PCI full height slots (2 standard PCI 1 PCIe x16 graphics 1 PCIe x1)</p> <p>Ports: 1 VGA; 1 serial port; 2 PS2; RJ-45 network port; 10 USB 2.0 ports (2 in front, 6 in rear)</p> <p>Keyboard & Mouse: Dell USB enhanced multimedia keyboard & USB premium optical 5-button scroll mouse</p> <p>Operating System: Microsoft® Windows® XP Professional, SP2</p> <p>Hardware Support Services: 3 Year Limited Warranty (Next Business Day On-Site Service)</p> <p>Resource CD: Resources CD contains Diagnostics and Driver for Dell OptiPlex Systems</p> <p>NOTE: Minitower dimensions: H:16.10 in x W:7.32 in ; D:16.97 in RoHS Compliant Lead Free</p> <p>Chassis and Motherboard Monitor or printer NOT included</p>			
1.02	1	0392567301	<p>CP3800,SAMPLE INTRO DEVICE CABLE</p> <p>CP3800/3900 GC and 430/431/450-GC to Sample Introduction Device Cable</p> <p>Provides Sync connections to Archon Tekmar LSC 3000/3100 OI Analytical 4560 P & T and Tekmar 7000 Headspace One cable REQUIRED per system</p>	388.00	15.00%	330.00
1.03	1	0451100501	<p>1177 INJECTOR EFC25 for Purge&Trap 120</p> <p>1177 Split/Splitless (S/SL)Injector</p> <p>The S/SL injector is the mostly used It has optimized dual split vent design digital pressure control column flow and split vent flow. A wide array of liner types is available, depending on your application.</p> <p>Pressure range: 0-150 psi; Total flow: 500 mL/min at 10 psi</p> <p>Maximum temperature: 450 °C</p> <p>Split range: 1-10 000 (column dependent)</p> <p>Suited for columns: Wide bore (0.53 mm) and narrow bore (0.05 to 0.32 mm)</p>	3,600.00	15.00%	3,060.00



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VARIAN

West Virginia Dept. of Health, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
1.04	1	0393035991	ENVIROPRO CUSTOM REPORTING VERION 6.3 The EnviroPro software has been updated and the Environmental Manual and CD (see MS PIB 2118) are now included with the package The software improvements include: • Addition of the optional COD (coefficient of determination) to the ICC report. The average % RSD for all analytes are also now included in the ICC report • The one-page/compound graphic Target compound report can now be specified compound by compound for printing. Only compounds selected for this operation will be printed, saving paper while delivering the reports desired (until now, either all compounds or none were printed) • Allow the desired % specification for the IS area and RT reproducibility. • Other small corrections / enhancements.	2,810.00	15 00%	2,389.00
Section Total \$						69,529.00

Section 2 Training

2.01	1	INSTALLMOD	Installation Training Module *up-to 6 hrs of additional training at time of ins Installation Training- consists of up to six (6) hours of operational and maintenance training Conditions of Sale: 1. Installation training can only be sold in conjunction with an instrument purchase and must be sold at point of instrument sale 2. Training must be given at the time of installation 3. Only one (1) training Module per system allowed	1,300.00	15 00%	1,105.00
Section Total \$						1,105.00
Quotation Total \$						70,634.00

THIS IS NOT AN INVOICE

Shipping & Ins. \$ 1,250
Total Cost \$ 71,884

Terms & Conditions of Sale

This offer is subject to credit approval and is exclusive of any applicable sales taxes or duties.



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West Virginia Dept. of Health, Charleston, WV

Financing Alternatives

Varian is pleased to present an alternative finance package for your consideration in acquisition of this instrumentation. You may not be aware that leasing offers 100% financing including installation and taxes. We can also let your organization realize some important additional benefits such as improved cash flow, flexibility to expand or upgrade your system, as well as fixed rate financing with protection against inflation.

Below are estimated monthly payments for different leasing options based on Quotation: 30230201397

10% Purchase Options

36 Months	48 Months	60 Months
\$2,069	\$1,617	\$1,338

\$1.00 Purchase Options

36 Months	48 Months	60 Months
\$2,241	\$1,737	\$1,433

10% Purchase Option: Also known as a tax or operating lease, the intent is not necessarily to own, but to gain the benefits of the equipment in exchange for the low monthly payment. At the end of the lease term, your company has the option to purchase the equipment for 10% of the original finance amount. In addition, your company may expense 100% of each monthly payment off its pre-tax income, reducing tax liability.

\$1.00 Purchase Option: Also known as a capital lease, the intent is to own the equipment at the end of the lease term. The equipment is depreciated and your company owns it with the last monthly payment.

Additional Benefits

- Stay within your budget
- Conserve cash
- Finance 100% -including service, installation and taxes
- Quick and easy application process

If your organization is interested in these or other finance programs, contact the following:

Ameritech Leasing, Inc.
Bill Scopp
913-381-3344 x202

De Lage Landen Financial Services
Jeff Smith
845-897-2272

Lease World Corp.
Manny Licker
954-969-1965

Trinity Vendor Finance
Craig de Koning
800-841-4433 x177

WB Financial LLC
Bob Fode
714-915-9444

JB2 Funding Corp.
Jacob White
877-386-3522 x 333

GC

VARIAN, INC.

400-GC Series

GAS CHROMATOGRAPHY SOLUTIONS



VARIAN

www.varianinc.com

Superior Solutions for GC Analyses

New Varian 400-GC Series gas chromatographs now provide faster separations, increased confidence in analytical results and an outstanding range of complete solutions.

With over 40 years' experience in GC, Varian can provide you with unrivalled expertise, not only in building robust instruments, but also in creating superior solutions to real world problems. We design and manufacture GC instruments, columns, consumables and even complete customized analysis systems in a way which ensures that we have total control over all processes and quality procedures.

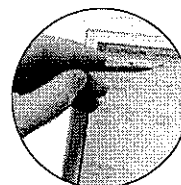
450-GC - For Fully-featured, Flexible GC

- Provides the flexibility and performance to suit the widest range of application needs
- Can be easily modified or expanded as your analysis requirements change
- Designed for manual or fully automated operation
- Powerful, customizable software for superior data analysis and faster throughput
- Intuitive operation via the advanced local user interface or Galaxie™ Chromatography Data Handling Software from Varian
- Designed for reliable operation around the clock

430-GC - For Routine, Dedicated Use

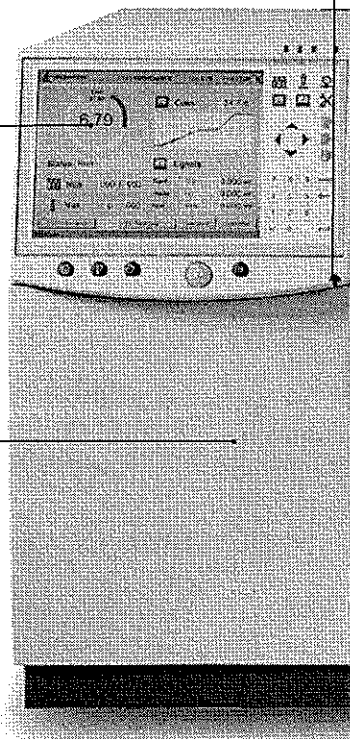
- Comparable performance to the 450-GC in a small, single channel package
- Compact size permits the 430-GC to fit into any laboratory environment
- Simple User Interface allows the 430-GC to be used with minimal training and skill level
- Full size oven accommodates conventional capillary or packed columns - no method re-development required to use non-standard column types

450-GC - Flexibility and Performance

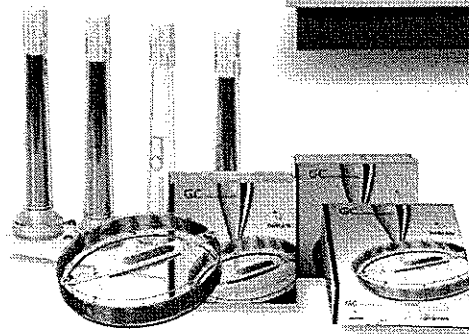


High resolution color touch screen display with stylus for convenient and precise operation

GC 'Front page' is clearly readable from a distance



Fully integrated electronic gas control



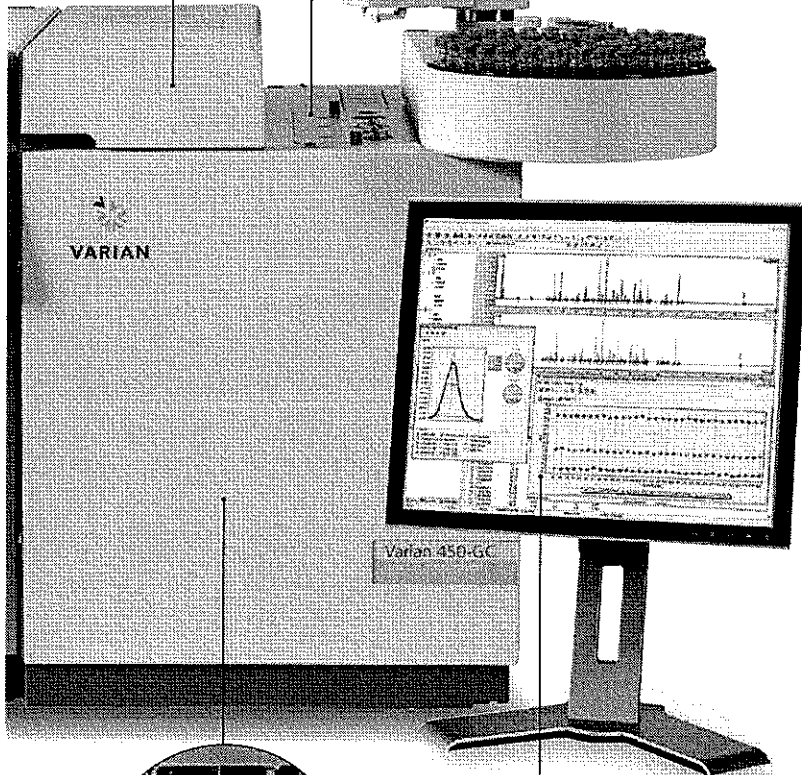
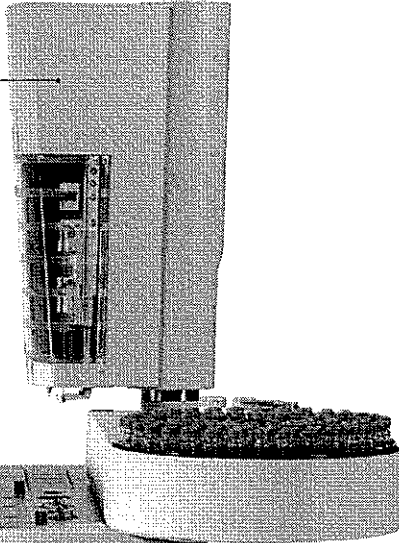
Highest quality GC and GC/MS consumables from Varian, Inc.

Flexibility and Performance

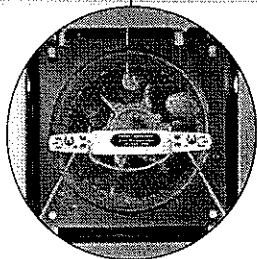
Single liquid injector can access two inlets automatically

Up to three standard injectors and detectors, see pages 4-7

Inert GC UltiMetal™ surface deactivation treatment available

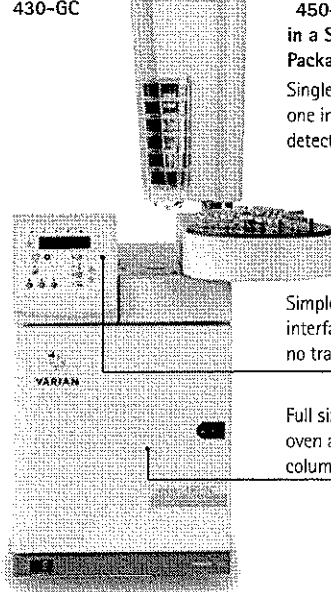


High performance oven



Galaxie Chromatography Software from Varian - easy to use yet powerful!

430-GC



450-GC performance in a Single Channel Package

Single channel design - one injector and one detector type

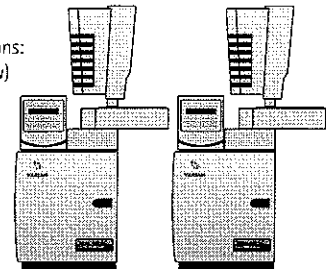
Simple, intuitive user interface which requires no training

Full sized high performance oven accepts conventional columns

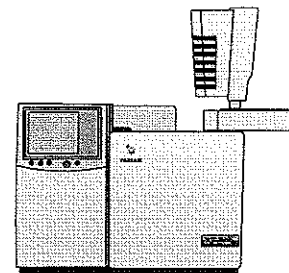
Two Ovens in a Small Footprint

If you need to run two applications with different oven temperature profiles at the same time you could purchase two single channel 430-GCs (= 2 column ovens) This allows you to achieve true dual channel throughput instead of trying to do so using a multi-channel GC with only one oven This approach requires no more bench space in the laboratory

430-GC - Dimensions:
55 cm (h) x 32 cm (w)
x 56 cm (d)



450-GC - Dimensions:
53 cm (h) x 66 cm (w)
x 56 cm (d)



VARIAN, INC.

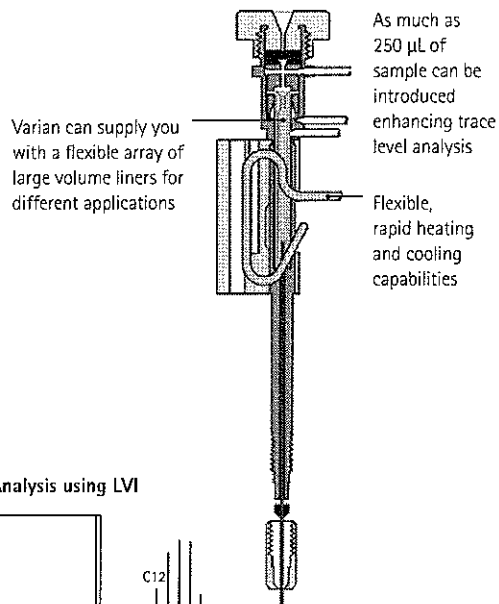
Widest range of injectors

Varian offers an injector to meet virtually all application requirements. All are equipped with the convenience of advanced Electronic Flow Control (EFC).

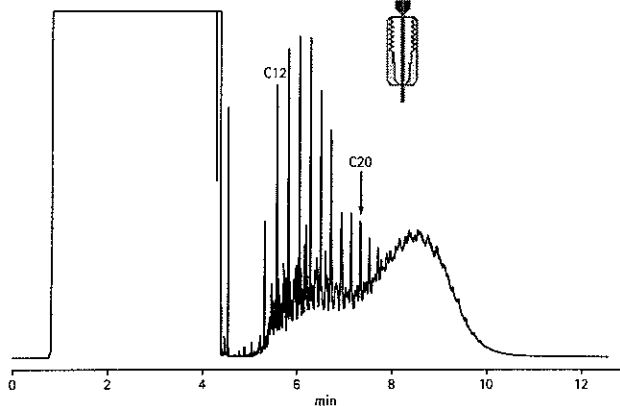
Choose up to three injectors from the following types:

- Split/splitless: the most common capillary injector in use today featuring optimized dual split vent design: digital pressure control, column flow and split vent flow. A wide array of liner types is available, depending on your application.
- Large volume injector (LVI): sometimes referred to as a programmable temperature vaporizer (PTV) - the most flexible injector type; fully temperature programmable; up to 250 µL of sample can be injected to dramatically increase sensitivity and reduce sample preparation time and cost.
- Cool On-Column (COC): the sample is deposited directly onto the capillary column; eliminates sample discrimination or thermal decomposition; the preferred choice for high temperature capillary analysis or thermally labile analytes
- Packed/On-Column: includes liners for use with wide bore capillary (0.53 mm ID) columns and 1/4" or 1/8" metal or glass packed columns.
- Packed: for sample introduction directly onto traditional 1/4" or 1/8" packed columns.
- All injectors are available with UltiMetal™ surface deactivation treatment for labile or polar/reactive components.

Large Volume Injectors (LVI)



Mineral Oil Analysis using LVI



An analysis of mineral oil generated using the LVI injector. Note how sharply the solvent peak ends: attributable to the flexibility and performance of the LVI.

Injector Selection Guide

Sample/Analysis Characteristics or Requirements

Trace Analysis	Separation & Speed	Sample Capacity	Wide Range of Analytes	Preferred Column Type	1st Choice Injector	2nd Choice Injector
x				Capillary, 0.53 mm ID	Large Volume (LVI)	Split/Splitless
	x			Capillary, 0.1 to 0.53 mm ID	Split/Splitless	Large Volume (LVI) SS Mode
	x	x		Capillary, 0.53 mm ID	Large Volume (LVI)	
	x		x	Capillary, 0.53 mm ID	Cool On-Column	Large Volume (LVI) PTV Mode
x	x		x	Capillary, retention gap with 0.1 to 0.32 mm ID	Cool On-Column	Large Volume (LVI)
	x			Capillary, 0.53 mm ID	Packed	Large Volume (LVI) PTV Mode
			x	Capillary, 0.53 mm ID	Cool On-Column	Large Volume (LVI) On-Column Mode

Excellent Separation Performance and Robustness

Varian Inc.'s comprehensive range of GC columns offers highly innovative technology to ensure superior separation and long lifetime. Application optimized consumables ensure reliable operation, day in, day out.

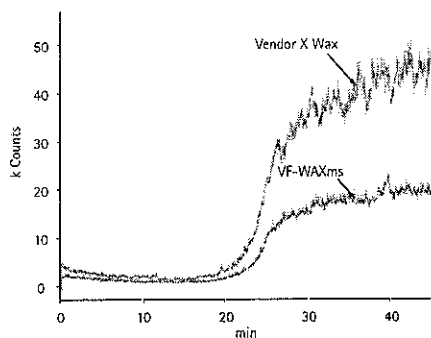
Widest Choice of High Performance GC Columns

Varian offers a complete selection of the highest quality capillary GC columns built to our most demanding quality assurance specifications. Visit our web site for details of the full range.

FactorFour™ Column Range - Varian's ultra-low bleed capillary GC columns are available across the complete spectrum of applications:

- Ultra-low bleed, highly inert columns ensure low background, high signal to noise ratios and minimal peak tailing
 - Provides the benefit of superior performance in GC and GC/MS
- Excellent column to column reproducibility
 - Ensures consistent quality of performance
- The FactorFour range includes 0.15 mm ID columns
 - Halve your analysis time and double your productivity
- VF-WAXms™ - the first ultra-low bleed wax column
 - The first high performance wax column designed to be used with mass spectrometry

Minimized MS Detector Contamination



Bleed comparison of the new VF-WAXms and a conventional wax column on a Varian Ion Trap MS detector - the VF-WAXms shows dramatically reduced bleed which improves column lifetime and results.

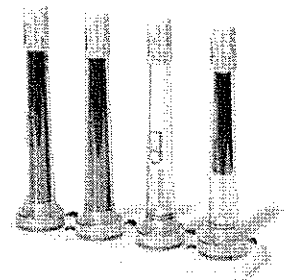
PLOT Column Range - Porous Layer Open Tubular Capillary GC Columns:

- High resolution for gases and volatiles
- Superior mechanical and temperature stability
- Includes CP-PoraBOND™ for the reliable analysis of volatile solvents and hydrocarbons

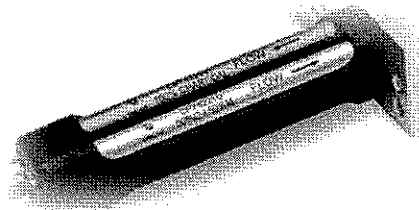
Protect Your Separation Performance

Two filter systems from Varian provide maximum flexibility for your separations.

The Gas Clean Filter system prevents contaminants entering your GC which could result in damage to the column, loss of sensitivity and instrument downtime. Filters available: Oxygen, Moisture, Charcoal and GC/MS.

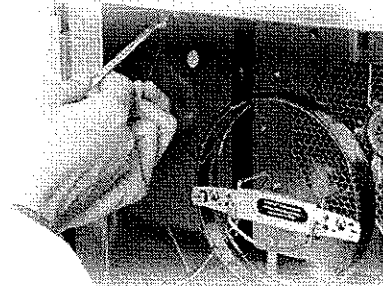


In addition to these external filters, a range of easily removable/replaceable Pencil filters is available to protect both the laboratory environment and also sensitive system components.



Varian offers advanced GC septa for optimized GC and GC/MS performance, including for autosampler and high temperature use.

Varian's patented EZ-GRIP™ capillary column cage makes single and dual capillary column installation fast and easy. EZ-Guard™ is an integrated guard column which eliminates coupling and the possibility of leaks. Advantages are faster stabilization using MS and other detector systems.



Varian capillary columns: industry-leading performance AND convenience.

VARIAN, INC.

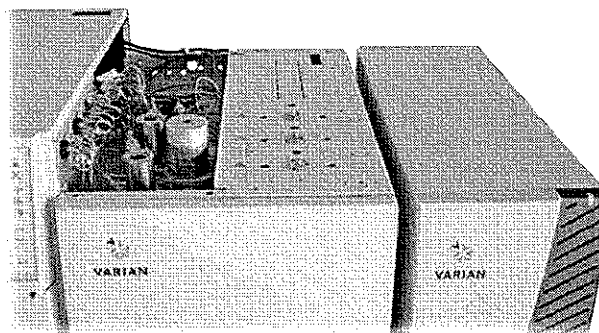
Fast, Flexible Detection

Varian's range of GC and MS detectors deliver industry leading sensitivity ease of operation and outstanding ruggedness for even the most challenging applications requirements. Varian's selective GC detectors have been the preferred choice of customers around the world for years. And now all of Varian's detectors feature fast data rates for rapid separations and greater analysis throughput.

We offer the following comprehensive choice of detectors:

Detector	Universal Response
FID	Flame Ionization Detector
TCD	Thermal Conductivity Detector
PDHID or HID	Pulsed Discharge Helium Ionization
MS	Mass Spectrometer (Scan mode)

Unparalleled Configuration Flexibility



For maximum flexibility up to three detectors can be mounted on the 450-GC at a time; add an MS and you can have four!

Detector	Selective Response	Selective to
ECD	Electron Capture Detector	Halogens
PFPD	Pulsed Flame Photometric Detector	S,P,N, and 25 other elements
TSD or NPD	Thermionic Specific Detector	N and P
MS	Mass Spectrometer	Specified ions (SIM mode)

Detector Selection Guide

Detector	Application range	Industry most commonly used	Popular application areas
FID	Composition and impurities	Petroleum/Petrochemical	Hydrocarbons: gasoline, naphtha, BTX
TCD	Composition	Petroleum/Petrochemical	Air, fuel gases (natural gas)
ECD	Impurities and trace analysis	Agricultural/Environmental	Pesticides, chlorofluorocarbons (CFCs)
PFPD	Impurities and trace analysis	Environmental/Petroleum/Food & Beverages	Pesticides, herbicides, sulfur gases/mercaptans, amines
TSD	Impurities and trace analysis	Environmental/Food & Beverages	Pesticides, amines, drugs
PDHID	Impurities and trace analysis	Petroleum/Petrochemical	Air, fuel gases, ethylene/propylene impurities
MS	Composition, impurities and trace analysis	Environmental	Water/waste water, pesticides, pollutant monitoring

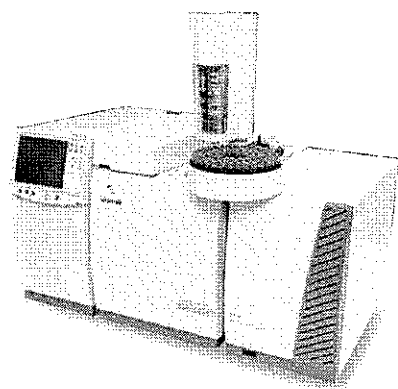
Composition analysis ranges from ppm to high % levels; impurity analysis ranges from sub ppm to low % levels; trace analysis ranges from ppm levels and lower

Advanced Detection

Mass Spectrometers

Varian is a leading supplier of gas chromatography/mass spectrometry systems, providing ion trap and quadrupole mass spectrometers coupled to Varian gas chromatographs.

The GC/MS series from Varian provides MS capabilities for every application. Compound identification and quantitation is optimized, with a wide choice of MS and MS/MS modes.

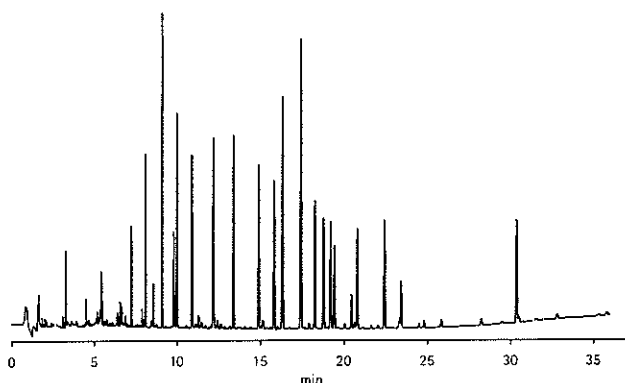


Varian's innovative 220-MS

Electron Capture Detector (ECD)

The industry-leading sensitivity and robustness of Varian's ECD makes it ideal for the very toughest applications. It is the first choice for environmental detection due to its outstanding detection of PCBs, organochlorine pesticides, herbicides and halogenated hydrocarbons.

ECD - Outstanding Sensitivity



Chloro-pesticide analysis using GC/ECD according to EPA 8081 20 pg injected

Pulsed Flame Photometric Detector (PFPD)

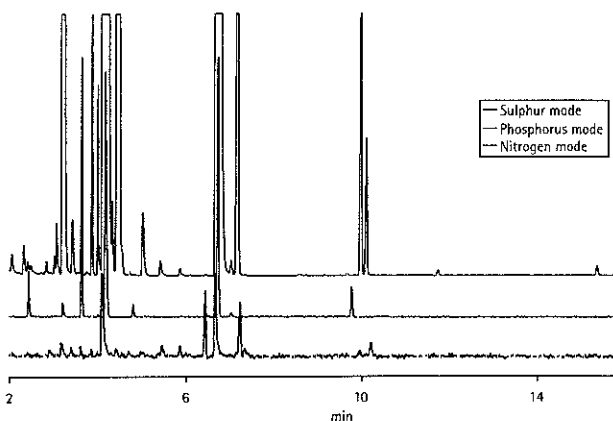
The Pulsed Flame Photometric Detector was developed in the 1990s to eliminate the problem of background carbon emission encountered with conventional flame photometry as well as to offer the flexibility to selectively detect more than just S and P containing compounds. Up to 28 different elemental species can be detected with the PFPD making it the most versatile GC detector.

Typical applications include:

- Sulfur in petroleum feedstocks and natural gas
- Sulfur, phosphorus, nitrogen and arsenic in chemical warfare agents
- Sulfur gases and nitrogen impurities in beverage grade CO₂
- Nitrosamines in processed foods
- Organophosphorus pesticides in water, soil, sludge

The PFPD set-up software enables you to quickly optimize the detector and obtain additional qualitative information. Emission data can be saved as a data file and viewed and used to generate multi-element chromatograms.

Powerful Multi-element Selectivity of the PFPD

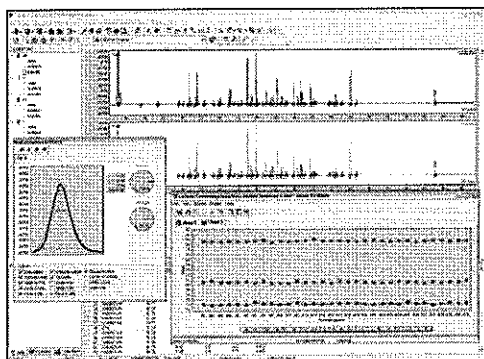


The chromatograms above show the analysis of broccoli using a 450-GC equipped with a PFPD in which three different elements were selected: sulfur, phosphorus and nitrogen.

VARIAN, INC.

Data: Making Sense of It

Varian's 400-Series GCs can provide you with a vast amount of analysis data in a short period of time. A key challenge is to be able to process all of that data quickly and reliably, so that business decisions can be made faster and better. Varian's Galaxie™ Chromatography Software has been designed with that goal fully in mind.

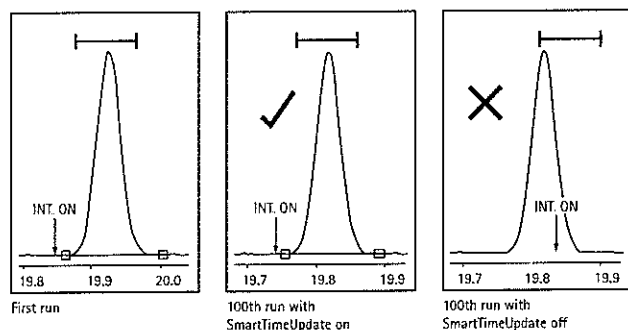


Galaxie Chromatography Software - easy to use, yet powerful

The following are some examples of how Galaxie can improve both your ability to conduct data analysis and achieve the laboratory throughput you require.

Galaxie™ SmartTimeUpdate

In order to adjust retention time shift (e.g. due to column wear), SmartTimeUpdate can automatically adjust the peak integration parameters (a post-run process), leaving the original GC method intact. This approach ensures conformance with GLP requirements, unlike 'locking' mechanisms which make adjustments to the instrument method.



Galaxie SmartTimeUpdate allows you to correct for eventual time shift. Request a copy of the Galaxie™ brochure for more information.

Flexible Reporting and Customizable Calculations

The results obtained from your GC are very easy to confirm and validate using Galaxie's flexible *Report Editor* and *Statistical Tools*. For example, the trend and control charting function will automatically notify you if the GC is unable to generate results within the validated scope of the method or prevent you from doing so until the problem is resolved, if required.

Industry/Application "Plug In" Software Modules

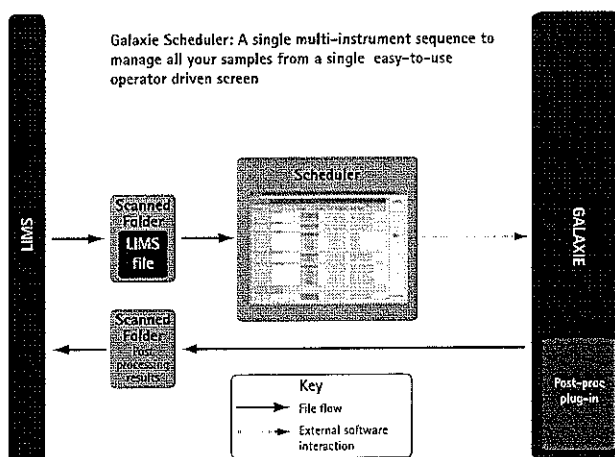
For easy operation, Galaxie software features a number of "plug in" modules which enable you to analyze samples in accordance with industry standard methods and makes it easy to perform special calculations or reports.

Examples include:

- Simulated Distillation
- Detailed Hydrocarbon Analysis
- Hydrocarbon Group Separation (PIONA)
- Peak Matching for Flavors
- Multi-Channel Reports
- Calorific Value of Natural Gas

Galaxie™ Scheduler

Scheduler enables you to fully automate and streamline scheduling of all the chromatographs used in your laboratory operation, all from a single, easy to use sequence.



Galaxie Scheduler - LIMS drives your Galaxie software

Maximizing Your Sample Throughput

Versatile Automatic Liquid Samplers Minimize Errors & Help Reduce Cost

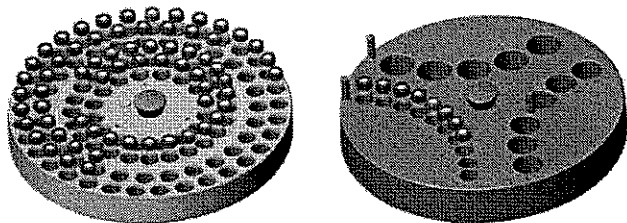
Varian's automatic liquid samplers are designed to provide the high sample throughput, flexibility and reliability demanded today. Three samplers are available, depending upon the sample analysis workload. For high throughput needs, the CP-8400 accommodates up to 100 samples (2 mL vials). For laboratories with a less demanding sample load, the CP-8410 can inject up to 10 samples (2 mL vials).

For laboratories which require high sample throughput and the ability to conduct pre-injection sample processing, we offer the CombiPAL.

The CP-8400 and CP-8410 Automated Liquid Samplers

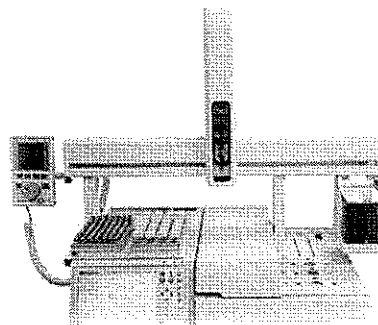
- Up to 100 samples can be run sequentially (CP-8400)
- Accommodates 2, 5 and 10 mL sample vials (CP-8410)
- Provides the ability to access two injection ports sequentially to double analysis output
- Can be used to perform ambient headspace sampling and solid phase micro-extraction (SPME)
- Increases sample throughput via dual and/or duplicate injection modes
- Pre-programmed injection modes minimize method development time and guesswork

Flexible Automation



To suit your number of samples, the CP-8400 AutoSampler and CP-8410 Autoinjector deliver accurate, precise injections of small or large samples with virtually no sample carry over.

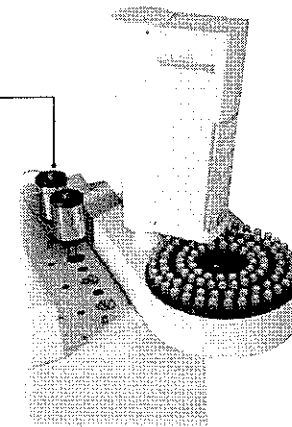
For Comprehensive Sample Preparation & Automation



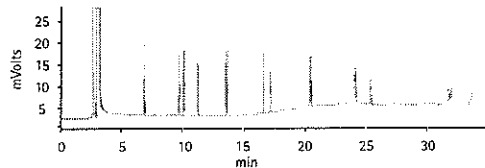
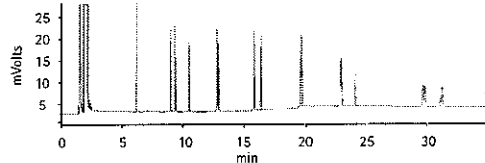
For laboratories requiring even greater sample throughput or more extensive sample preparation automation options, Varian offers the CombiPAL system.

The CP-8400 – Flexible & Practical

Automatic access to two injection ports allows you to double your throughput. These can be installed in addition to the valve oven for optimum flexibility.



Dual Throughput



Dual Sample injection mode is used for a 16 component PAH mixture without the need for a second injector.

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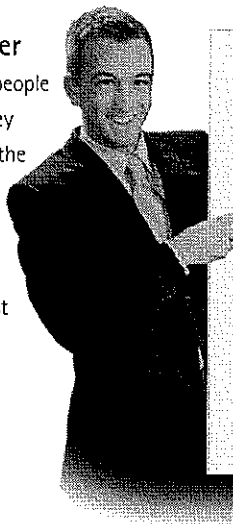
Varian Custom GC Solutions

Varian: The Industry's GC Solution Leader

The term "solution" means different things to different people. Some users require only reliable GC hardware which they can adapt to their specific needs. Others may not have the time, knowledge or skill set to do this and prefer that their supplier does this for them. Frequently the customer wants something "in between".

At Varian, we are proud of having provided the very best GC solutions possible for customers throughout the world for over 40 years

Varian provides several levels of custom solutions:



Choose Your Package According to Your Requirements and Skills



Varian's GC Solutions

Pre-defined hardware configuration

Save time by having standard hardware modified to your specific analysis requirements at Varian's factory

Standard analyzers

Pre-configured for the best results based on industry standard methods

Custom Solutions

Varian will build, test and validate solutions to your specific requirements, saving you precious method development time

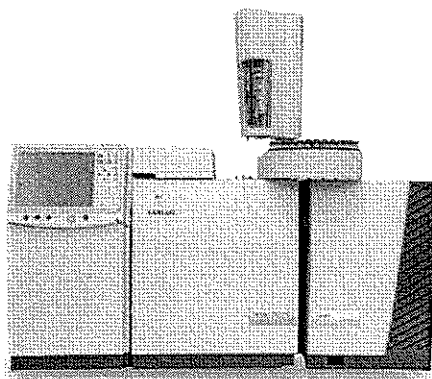
Varian will work with you to create the solution which best meets your needs.

Solution : Pre-defined Hardware Configurations

This is a standard GC which requires modification to meet the user's specific analytical requirements. The user is responsible for the analysis method and the end results. Examples include:

- Single or multi valve/plumbing configurations
- Adding a multi-stream gas sampling system
- Adding a Deans switching device

There are over 75 pre-defined configurations available to meet a very wide range of analysis needs.



The PIONA+ - Just one example of a standard analyzer from Varian

Solution : Standard Analyzers

Varian configures and tests gas chromatography hardware and software according to widely used industry standard methods (e.g. ASTM, UOP, EN, ISO, GPA), to save you time and to ensure confidence in your results. Standard analyzers are configured to meet the performance specifications outlined in the method itself. Included in these analyzers are:

- All hardware
- Software (including special application 'plug ins' where appropriate)
- Pre-installed methods
- Test chromatograms
- Installation/validation sample
- User documentation customized for the specific method

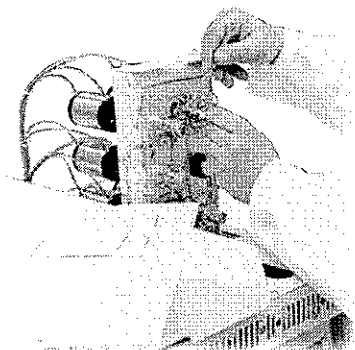
Simulated Distillation	Refinery Gases	Oxygenates	Detailed Hydrocarbon Analysis
Hydrocarbon Group Analysis (PIONA)	Transformer Oil Gas	Natural Gas	Sulfur in Gas
Residual Solvents	Biodiesel	Beverage Grade CO ₂	Mineral Oil

Examples of standard GC analyzers from Varian



Bringing It All Together For You

Experts in Custom Solutions



Adding a customer-defined valve to a 'standard' GC

Solution : Custom Solution GC

Varian can configure, test and validate solutions on standard or non-standard GCs for customers with specific analytical requirements. This is the ideal solution for laboratories that need to conduct company-specific GC analysis but lack the necessary experience or do not have the time to undertake method development or fine tune a method.

Our sales consultants and Custom Solution Office work together to create a comprehensive GC solution specifically for you.

Beyond Gas Chromatography...

For complete flexibility, Varian manufactures a broad portfolio of products and solutions to address your every requirement, including Information Rich Detection - the ability to provide multi-dimensional layers of data (IRD instruments go beyond the mere detection of a compound by producing highly detailed structural and compositional molecular information). HPLC, GPC/SEC, atomic and molecular spectroscopy, NMR and vacuum systems. Visit our web site for further information, at www.varianinc.com

Designed for Serviceability and Support

Varian is pleased to offer the Varian Care Program, to provide you with a range of training, service and support programs for the type and level of support you require.

Our goal is to help you increase your productivity, maximize your uptime and achieve the highest possible return on your investment. Varian's experienced and highly qualified support organization is strategically located throughout the world to ensure rapid response.

Choose from:

Varian Care Program	Benefits
Varian TotalCare	Comprehensive support from Varian ensures continuous, high performance operation and superior cost efficiency.
Varian RepairCare	Regularly scheduled maintenance extends the useful life of the instrument while maximizing uptime and the performance needed for your application.
Varian PreCare	Preventative maintenance prevents instrument performance problems before they become sample analysis problems.
Varian ExtendCare	Extended factory warranty support designed to maximize uptime and improve productivity in your laboratory.
Varian CustomCare	Can include special customer defined services not offered in a standard agreement. Whether it is applications assistance, training, or staffing a full- or part-time Varian employee at your facility, we have the custom solution to meet your needs.
Varian EduCare	Includes training courses, on-site training, applications assistance, web-based and customized training programs. The cost of a well-trained employee is fully paid for in productivity gains - usually within only a few weeks or months.

Contact us for more information on custcare@varianinc.com

VARIAN, INC.

400-GC Series

GAS CHROMATOGRAPHY SOLUTIONS

Varian, Inc. – Supporting Customers Worldwide

All products are eligible for on-demand support from a worldwide network of specialists who can assist with any need. Varian Inc. offers:

- **Comprehensive programs** that include a full range of services – from minor repairs, to complex applications development and training.
- **Factory-qualified Field Support Representatives and Specialists**, specifically chosen for each installation.
- **Global support teams** strategically located around the world

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Pharmaceuticals

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Food and Agriculture

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Environmental

Fuels and Energy

Material Sciences

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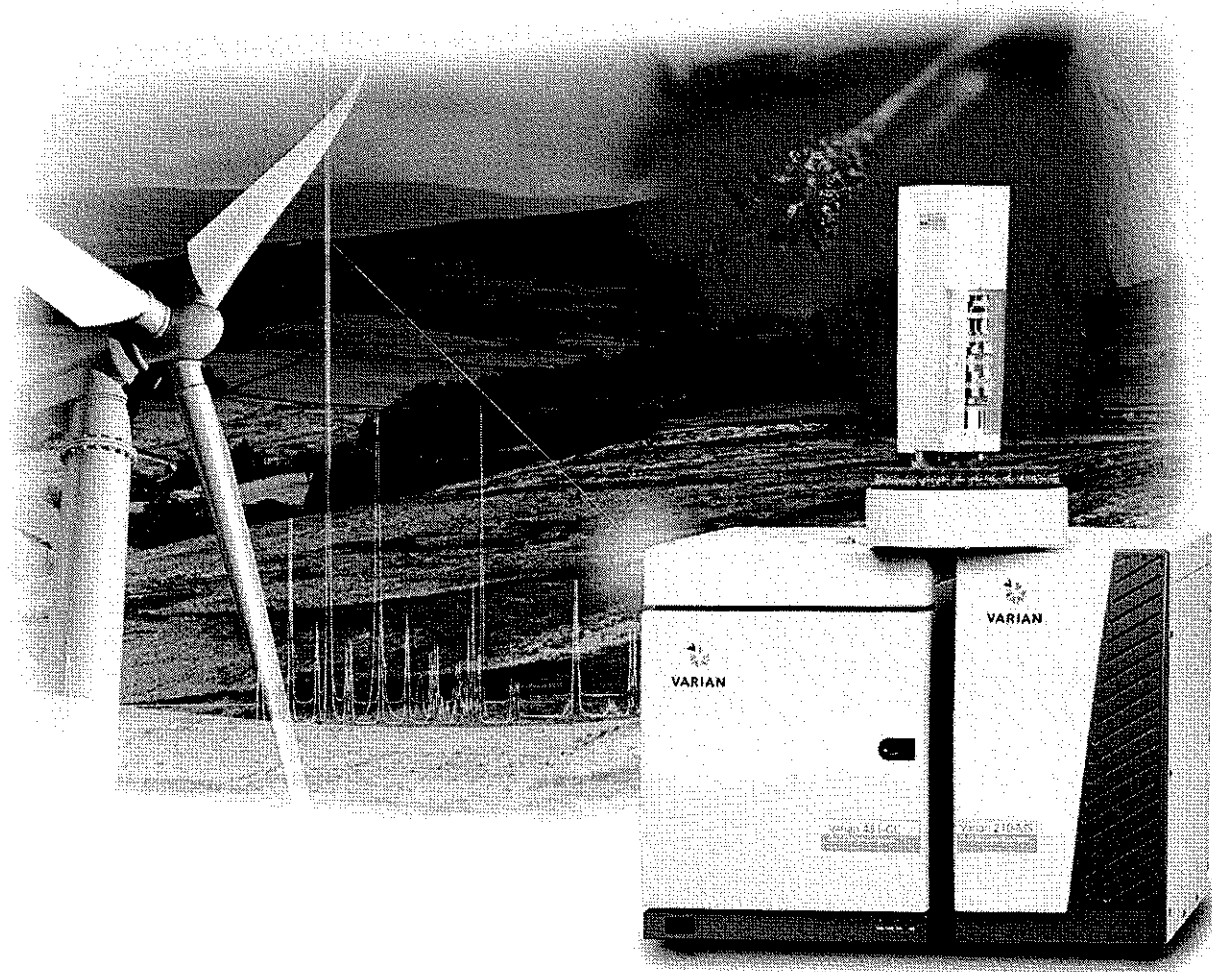


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210-MS

ION TRAP MASS SPECTROMETER



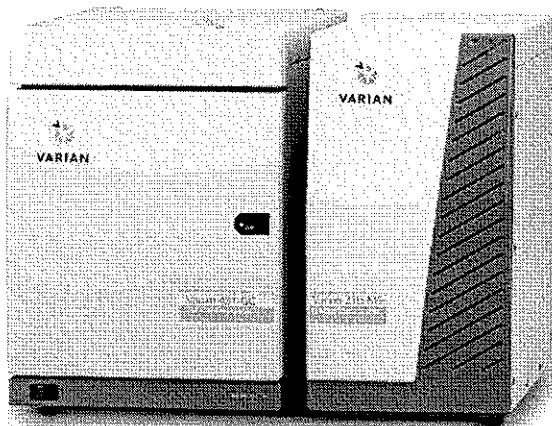
210-MS

GC/MS Solutions to Match Your Requirements

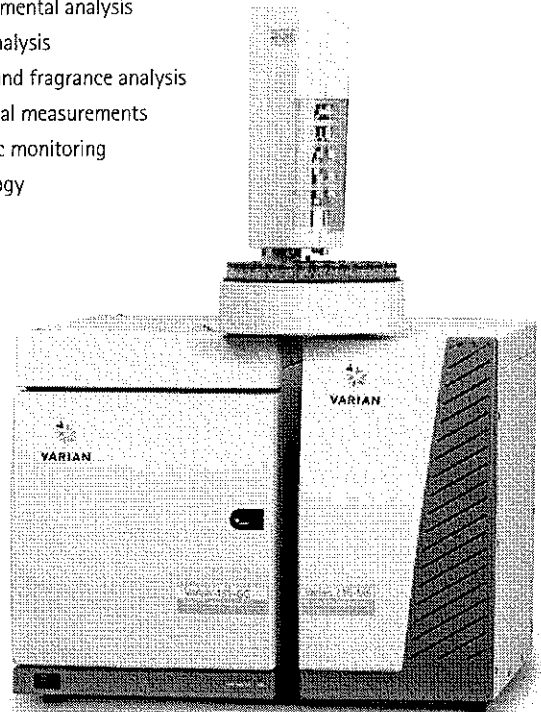
The 210-MS Ion Trap Mass Spectrometer together with a Varian 431-GC, can be configured for manual injection by casual users or for cost-effective high throughput in routine laboratories. A range of accessories is available to create solutions that address your workflow.

Application Solutions Include:

- Environmental analysis
- Food analysis
- Flavor and fragrance analysis
- Industrial measurements
- Forensic monitoring
- Toxicology



Simply configured the 210-MS can be used as a manual system for non-specialist users.



For routine, high-throughput analyses, choose the 210-MS with the 431-GC and the CP-8400 AutoSampler.



Soil/Drinking Water Analysis. Use the Archon™ AutoSampler Stratum PTC Purge and Trap concentrator with a Varian 431-GC and 210-MS for the measurement of Volatile Organic Compounds (VOCs) in drinking water, wastewater and soil

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Performance and Productivity

The Varian 210-MS Ion Trap Mass Spectrometer delivers MS productivity in a package designed to conserve your bench space and your budget. In just 24 inches (61 cm) of linear bench space, the powerful combination of the Varian 431-GC and 210-MS offers:

- Accurate identification and quantitation of analytes
- Simple and robust operation to enhance productivity

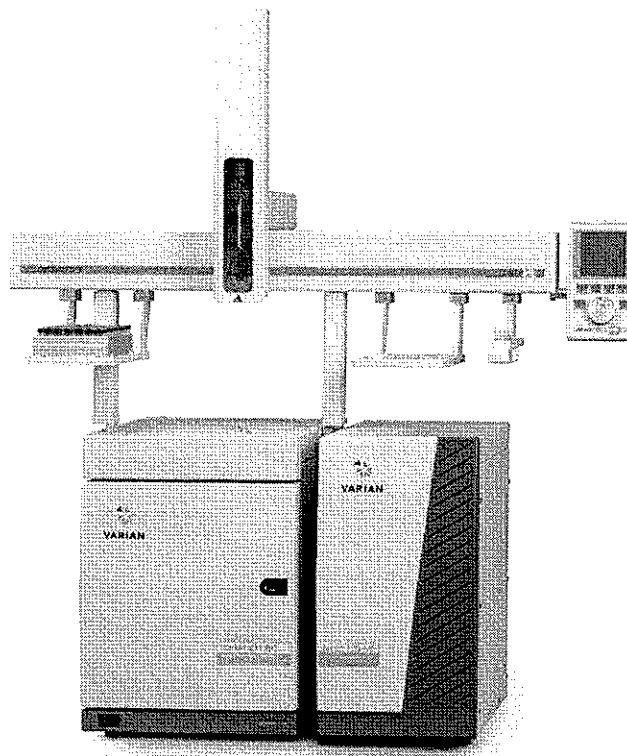
A single EI-only configuration is designed for routine users, yet delivers remarkable performance. Detect challenging analytes at low picogram levels on-column. Take advantage of a wide dynamic range (greater than 10^4 , compound dependent) for reliable quantitation.

The GC, MS and autosamplers are controlled by Varian MS Workstation Software. The software provides simple control of all components, allowing routine or extensive qualitative and quantitative data review and reporting.

Standard and custom libraries provide confident identification of analytes during qualitative analysis. Selected Ion Storage (standard), allows effortless and efficient removal of matrix and background ions. The absence of an ion source and lenses means this ion trap MS rarely needs cleaning, so you can spend more time analyzing samples.

Varian offers a large selection of industry-leading capillary columns to suit any application. Our FactorFour™ ultra-low bleed columns are ideal for MS detection along with other accessories, such as injector liners, carrier gas filters, and a selection of sample preparation products.

When you combine this outstanding performance with expert applications assistance and a truly global support team, the Varian 210-MS becomes your productivity engine!



The Varian 210-MS and 431-GC make GC/MS accessible to routine users and laboratories where space and budget is limited.

Reliable Results From a Robust Platform

The Sophistication and Simplicity of the Analyzer

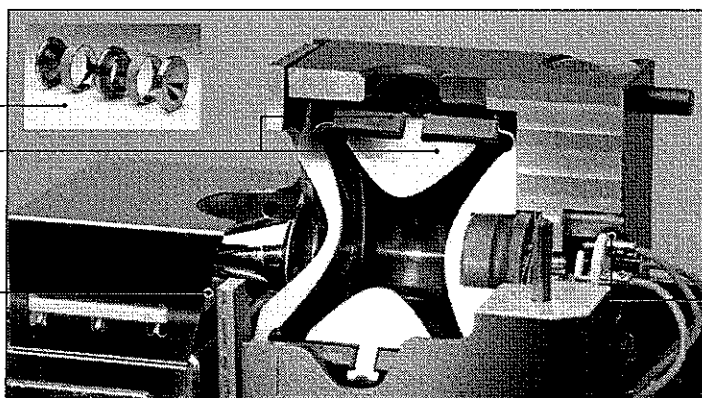
Quadrupole ion trap mass spectrometers offer performance advantages that begin with the most basic EI applications. The ionization and storage process occurs simultaneously at the center of the ion trap electrodes.

This process translates into outstanding analytical value:

- Highly efficient ion storage for maximum sensitivity
- Consistent response across the full mass range
- Durable, rugged performance

With just a few pieces, electrodes and spacers are easy to clean and assemble

The pre-aligned electron multiplier makes replacement quick and easy when needed



Because the 210-MS does not have lenses and other components of an external ion source, frequent cleaning is simply not required. When cleaning is needed, the analyzer can be removed from the MS without tools in less than two minutes. Five pieces (three electrodes and two insulator rings) are easy to clean and reassemble.

Dual filaments allow simple and fast switchover for better productivity

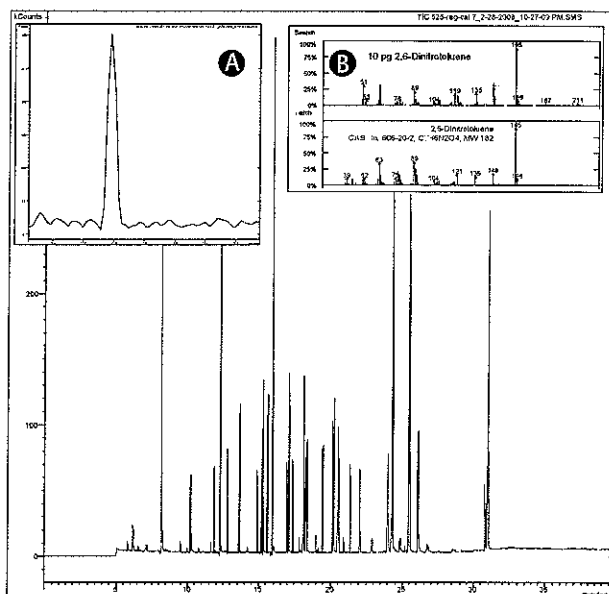
Confidence in Your Data

The 210-MS offers excellent sensitivity, wide linear range and reliable qualitative and quantitative results week after week. Single-digit picogram levels of detection can be achieved for most analytes with accurate identification using standard libraries.

The 210-MS extends EI full scan capabilities with Selected Ion Storage (SIS) mode, allowing the selective elimination of matrix column bleed and other common backgrounds. This easy-to-use feature provides lower detection limits while still delivering library searchable spectra.

Compound	Correlation Coefficient*	%RSD*	MDL** (pg)
Benzene, 2-methyl-1,3-dinitro-	0.999	5.8	6.7
Cyanazine	0.999	10.3	13
Heptachlor epoxide	0.999	5.3	6.0
Endrin	0.998	5.9	6.0
Benzo[a]pyrene	0.998	7.3	16

Calibration and detection limit results for selected pollutants. *Calibration range: 50 pg -10 ng **MDLS were statistically derived using 99% confidence level. Nine injections were performed at 50 pg level.



Total ion current chromatogram (TIC) of selected environmental pollutants at 1 ng level. Quantitation was readily available at 10 pg level as shown in insert A by the quantitation ion plot of 2,4-dinitrotoluene. Confident identification at 10 pg injected amount was achieved using the NIST library as demonstrated by the identification of 2,6-dinitrotoluene in insert B.



The Complete Solution

FactorFour™ Capillary Columns
 VF-538 UltraMetal™
 30m x 25µm 0.1µm #GP3222

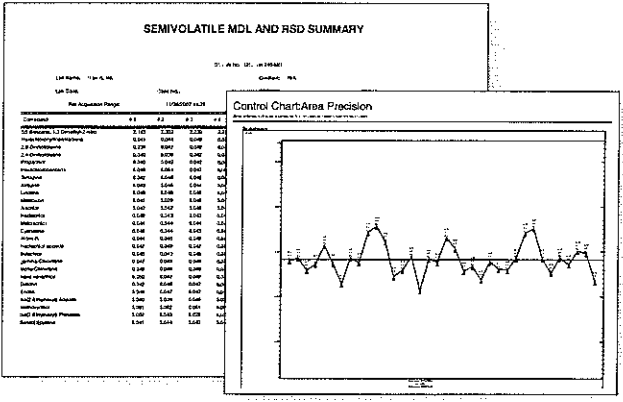
Single-Point Control

Varian MS Workstation Software offers convenient and effortless single-point control of the 210-MS system while providing easy access for both expert users and novice operators. It provides:

- Intuitive navigation to simplify processing and reviewing results
- Full-featured network compatibility for convenient file management, printing and remote access
- Sequential, automated library search of up to 16 libraries for compound identification (NIST, PMW, Wiley and more)
- Extensive diagnostics to keep you informed on vital instrument functions

The software also includes a selection of standard and custom reporting capabilities designed to fulfill specific needs:

- EnviroPro™ for general and EPA-specific report requirements
- ToxPro™ Plus includes three-ion ratio reports for toxicology applications
- MultiCompound for general extended reporting
- Quick Access™ Software optimizes workflow for multi-user high-throughput laboratories
- Access control and audit trail software for 21 CFR Part 11 compliance
- Automatic Mass Spectral Deconvolution and Identification System (AMDIS)



MS Workstation delivers easy-to-read reports.

A Varian GC With a Choice of Inlets, Autosamplers, and Columns Creates a Complete Configuration

The Varian 431-GC is a single channel system, designed for the routine laboratory with space-saving in mind. Requiring only 12 inches (31 cm) of linear bench space, installation is easy while conveniently allowing the use of standard capillary columns.

Autosamplers

- The CP-8400 and CP-8410 are precise, versatile autosamplers delivering reliable results with capacity for 100 samples using liquid ambient headspace, or optional SPME sampling modes
- The Combi PAL™ autosampler offers outstanding flexibility and productivity whether in liquid, headspace or SPME mode

Inlets

- 1177 Split/Splitless (S/SL) Injector employs a dual-vent design to provide superior performance in the hot split or splitless modes.

GC Columns

- FactorFour™ low bleed columns deliver faster separations without sacrificing resolution. You'll enjoy greater accuracy and increased instrument uptime. Some applications include:

Clinical Research and Toxicology - FactorFour columns deliver robust and reproducible results at the lowest possible detection limits

Pesticide Analysis - FactorFour VF-1701ms columns are highly inert, resulting in better response and peak symmetry for trace compounds such as pesticides, herbicides and sterols.

Food, Fragrances and Beverages - VF-WAXms™ the latest addition to the FactorFour GC column range, is ideal for polar compound analysis using MS, as well as other modes of detection

Gas Clean Filters

Varian's Gas Clean Filter system prevents contaminants entering your GC, which could result in damage to the column, loss of sensitivity and instrument downtime. Filters available: Oxygen, Moisture, Hydrocarbon and GC/MS

VARIAN, INC.

210-MS

ION TRAP MASS SPECTROMETER

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