



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
DEP15345

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

VENDOR

*509145214 01 800-762-4000
 PERKINELMER HEALTH SCIENCES IN
 710 BRIDGEPORT AVE MS 172
 SHELTON CT 06484

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AIR QUALITY
 601 57TH STREET
 CHARLESTON, WV
 25304 304-926-3647

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/17/2011	NET 30	BEST WAY	DESTINATION	PREPAID AND INCLUDED
BID OPENING DATE: 03/17/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		493-04	175,838.25 USD	175,838.25 USD
INDUCED COUPLED PLASMA-MASS SPECTROMETER MODEL: PERKINELMER NEXION 300X, PART NUMBER: N8140002 THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR A PERKIN ELMER NEXION 300X (OR EQUAL) INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS AND THE ATTACHED BID SCHEDULE. VENDORS BIDDING AN 'OR EQUAL' TO THE MANUFACTURER AND MODEL NUMBER NOTED ABOVE SHOULD IDENTIFY THE MANUFACTURER AND MODEL NUMBER BEING BID AS WELL AS SUBMITTING PERTINENT SPECIFICATION AND PERFORMANCE INFORMATION TO ALLOW THE AGENCY TO SUFFICIENTLY EVALUATE THE PROPOSED INSTRUMENT FOR EQUALITY TO THE SPECIFICATIONS AS ADVERTISED. THE AGENCY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION FROM ANY VENDOR AT ANY TIME DURING THE EVALUATION PROCESS. FAILURE OF ANY VENDOR TO PROVIDE THE REQUESTED INFORMATION WITHIN THE TIME FRAME REQUESTED MAY RESULT IN THE DISQUALIFICATION OF THE VENDORS BID AND ANY CONSIDERATION FOR AWARD. WARRANTY, DELIVERY, SETUP, AND TRAINING REQUIREMENTS ARE NOTED IN THE ATTACHED SPECIFICATIONS. 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						

RECEIVED
 201 MAR 17 A 10:21
 PURCHASING DIVISION
 STATE OF WV

SIGNATURE			SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE Assistant Secretary	FEIN 04-3361624	TELEPHONE 513-258-8447	DATE 03/16/2011	
ADDRESS CHANGES TO BE NOTED ABOVE				

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

"Bid in accordance with PerkinElmer Health Sciences, Inc. Quotation 20402166 attached."



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	PERKINELMER HEALTH SCIENCES IN 710 BRIDGEPORT AVE MS 172
	SHELTON CT 06484

SHIP TO	ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AIR QUALITY 601 57TH STREET CHARLESTON, WV 25304	304-926-3647
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/17/2011	NET 30	BEST WAY	DESTINATION	PREPAID AND INCLUDED

BID OPENING DATE: 03/17/2011 BID OPENING TIME 01:30PM

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<p>LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR 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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</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: CB-23</p> <p>RFQ. NO.: DEP15345</p> <p>BID OPENING DATE: 03/17/2011</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> <p style="text-align: center;">203-944-4914</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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CONTACT PERSON (PLEASE PRINT CLEARLY): ----- EDWARD BURT						
***** THIS IS THE END OF RFQ DEP15345 ***** TOTAL:						175,838.25 USD

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Specifications for an Inductively Coupled Plasma Mass Spectrometer

A. General System Specifications:

1. System shall include or be equivalent to, the following: liquid sample introduction system, RF plasma ion source, quadrupole based cell to eliminate spectroscopic interferences using either non-reactive collision gases or pure reaction gases such as ammonia and oxygen, quadrupole ion deflector, simultaneous dual stage discrete dynode detector and a triple cone interface, all under computer control.
2. Fully automated system startup, shutdown and optimization and computer controlled instrument tuning for optimum performance.
3. Quadrupole shall be able to scan a minimum of 5000 amu/sec to achieve maximum productivity from transient signals when jumping between light masses and high masses.
4. Quadrupole resolution settings are dynamically scanned as each element is analyzed.
5. High mass range shall be at least 285 amu or greater.
6. All analytical system operations from component optimization to methods development to calibration to analysis to reports shall be able to be performed using a single software program.
7. Full system shall use single-phase power and remains in specification as laboratory temperature varies 10 to 35°C at up to 2°C per hour.
8. System shall be able to be sufficiently cooled by a Heat exchanger in laboratory temperatures below 30°C. A refrigerated re-circulator is not required in laboratory temperatures below 30°C.
9. System shall be fully compliant with US EPA Compendium Method IO-3.5 and Federal Equivalent Method (EQL-0710-192) titled: *Heated Nitric Acid Hot Block Digestion and ICP/MS Analysis For Lead (Pb) On TSP High-Volume Filters*.
10. ICP-MS system shall have a full color plasma view window for useful visuals on the sampler cone, plasma color and injector tip.
11. Unit shall be a bench top design.
12. System should only require minimum periodic maintenance, cleaning or replacement of collision, collision/reaction or universal cell and main filtering quadrupole for the system's lifetime by the user or the manufacturer's service engineers.

B. Sample Introduction System Shall Include:

13. For general sample workload, low flow (0.25 ml/minute) sample introduction system with no o-rings: concentric nebulizer, cyclonic spray chamber, and quartz injector.

14. Waste saving low flow uptake nebulizer, designed to handle user defined applications.
 15. Close coupled, three-channel integral peristaltic pump, computer controlled, shall be integrated within the ICP-MS system.
 16. Design where components are mounted outside the torch enclosure to eliminate the need for extraneous spray chamber cooling hardware and for easy access of alternate components and accessible from the front of the instrument. To this end the sample introduction components shall be accessible from the front of the instrument.
 17. Cassette style torch mount or equivalent, where entire torch and injector assembly can be easily removed together with one hand.
 18. Fully automated one touch X, Y, Z torch alignment.
 19. Fully demountable torch which allows changing of injector without torch removal.
- C. Ion Source and RF Plasma System Shall Include:**
20. Computer controlled 40 MHz RF generator operating from 500 to 1600 watts for automatic control of torch ignition, shutdown, and system warm up.
 21. Design where the RF Generator and load coil do not require water cooling.
 22. The RF Generator which does not require an impedance matching network and providing for adaptation to any change in plasma impedance within 50 nanoseconds.
 23. The RF generator which electrically decouples the plasma from the ion optics and allows independent adjustment of the ion optic parameters and the plasma conditions.
 24. Design that does not require plasma "screens" or "shields".
- D. Plasma Interface Shall Include:**
25. A Triple cone design, or equivalent, consisting of sampler, skimmer and a second skimmer cone with all cones at ground potential.
 26. An extraction lens system, or equivalent, that does not create higher background values for elements such as Li, B, K, Na Ni and Pt.
 27. Standard large orifice sampling and skimmer cones with 1.1 and 0.9 mm diameters respectively.
 28. Design with rapid mounting and removal cone design, easily accessible from the front of the instrument.

29. A quadrupole ion deflector for complete separation of ions from photons and neutrals with 90 degree bend of ions, or equivalent, into the cell. The cell and mass analyzing quadrupole shall be completely maintenance free.

E. Quadrupole Mass Analyzer Assembly Shall Meet the Following:

30. The quadrupole mass filter shall utilize gold metalized ceramic rod technology or equivalent, for best stability and operate at 2.5 MHz for exceptional resolution and abundance sensitivity.
31. The quadrupole shall:
- Be able to scan up to 5000 amu per second
 - Operate with dwell times as short as 0.1 ms
 - Operate with Peak hop settling time < 0.2 ms regardless of mass change
 - Operate with peak hop slew speeds up to 1.6M amu/sec
 - Offer mass range to $m/z = 285$ for separation of actinides
32. Stability of the quadrupole mass calibration and resolution shall be maintained by having critical parts of the quadrupole power supply temperature controlled. In this configuration, the quadrupole power supply will be unaffected by fluctuations in laboratory temperature.
33. The analyzer quadrupole shall have the ability to discretely control the resolution of selected mass regions dynamically, without affecting the overall nominal resolution of the system.

F. Ion Detector Assembly Shall Meet the Following:

34. The ion detector shall be a simultaneous dual-stage discrete dynode electron multiplier, providing element concentration calibration over 10 orders of magnitude (from 0.1 cps to > $1e9$ cps) dynamic range in a single scan using both analog and pulse ion counting mode, and offer protection against overload in both pulse counting and analog modes. The detector shall:
- Provide a dead time < 35 ns
 - Provide switching between pulse or analog in < 0.2 ms
 - Provide transient data acquisition up to 5000 data points / sec
 - Provide dynamic range to 1.5 GHz ($1.5 e^9$ cps)
35. The dual-stage detector assembly shall come standard with the system.

G. Vacuum System Shall Meet the Following:

36. The vacuum system shall consist of four stage vacuum system utilizing a triple inlet turbo molecular pump to maintain vacuum at $1e^{-6}$ Torr (or lower), includes vacuum chamber isolation valve which automatically closes as plasma is extinguished or with system faults. The pumping system shall have enough capacity to reach operating vacuum from atmosphere in less than 20 minutes.
37. In the event of vacuum failure, the entire vacuum system shall be automatically back-filled by inert gas to preserve the cleanliness of the system.

38. Turbo molecular vacuum pump shall be purged by an inert gas during operation to prevent damage by reactive gases and/or corrosive vapors such as those generated by the analysis of phosphoric acid.
39. Computer controlled roughing pump shall utilize ultra-long life PFPE (Fomblin) fluid and automatically shift into energy saving mode when the plasma is off.

H. System Personal Computer Controller and Operating System Shall Meet the Following Minimum Requirements:

40. New desktop PC with adequate processor to run system software and desktop applications including virus protection, and networking software;
41. Windows 7 Operating System;
42. 4 Gigabytes Random Access Memory (RAM);
43. 320 gigabyte hard drive;
44. DVD reader and writer;
45. Keyboard & optical USB mouse;
46. Ethernet Port, minimum of 4 USB ports;
47. 19 inch color LCD monitor;
48. Ink jet color printer;
49. All necessary computer/printer cables.

I. System Software Shall Include:

50. Routine Maintenance Alerts; scheduled user defined alerts for continued operations.
51. Method Development wizards or equivalent.
52. Pre-set methods
53. Automated quality control checking features.
54. The system software shall support the following calibration curve fit modes for quantitative analysis:
 - Linear least squares.
 - Weighted linear least squares.
 - Linear forced-through-zero least squares.
 - Method of standard additions (Matrix Matched calibration)
 - Additions calibration.

55. Real time graphics with ability to display transient and continuous signal profiles.
56. Quantitative analysis including external calibration, additions (matrix matched) calibrations, method of standard additions, isotope ratios and isotope dilution's and semi quantitative analysis.
57. All analytical raw data shall be retained and stored on hard disk.
58. The quadrupole shall be able to be tuned or mass calibrated on a minimum of 5 elements (Be, Co, In, Mg, Pb), providing a printed mass calibration report with all elements.
59. QC protocol limits on measured values, allowing the analyst to define when and how an action is taken, and to specify a second QC action for automatic operation in the event that the first action fails.
60. On-line help with quick steps to reference entire instrument user manual.
61. Data reprocessing on stored data without re-running samples for changes of calibration points, internal standard points or curve fit mode.
62. Computer controlled automatic selection of cell gas when multiple gases or mixed mode are specified within a single method.
63. Computer controlled automated optimization of cell gas flow.
64. System shall be capable of supporting a syringe-pump based auto dilution system.
65. The software shall support auto dilutions by both a global dilution factor and serial dilutions for samples out of range.
66. All software shall be pre-installed on the PC and shall also include an installation disk(s).

J. Auto Sampler Options Shall Meet the Following:

67. The system shall include a random access auto sampler capable of holding 150 or more 15 mL sample vessels.
68. The system shall be capable of being controlled with the instrument software.

K. Tools, Consumables and Manuals

69. System shall come with all tools necessary for service by operator.
70. System shall come with a kit containing a typical one year's supply of consumables.
71. System shall include one complete printed manual and one complete manual on optical media.

L. Warranty

72. System shall come with a minimum one (1) year manufacturer's warranty that includes parts and labor. Quote shall include prices for a one year service contract that will take effect after the one year warranty period. The service contract shall include one preventative maintenance visit by the company service technician.

M. Shipping, Setup and Training

73. Price shall include all shipping costs to the Guthrie laboratory, unloading, and set up of the instrument at Guthrie and one day of training on the operation of the instrument and software at the Guthrie Lab. The vendor shall also offer optional hands-on training at the vendors' facility location within 90 days after installation of the unit.

**Guthrie Lab
4900 Brenda Lane, Bldg.14
Charleston, WV 25312-9307**

Bid Schedule DEP15345

Company Name: PerkinElmer Health Sciences, Inc.

Address: 710 Bridgeport Ave., Shelton, CT, 06484

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	EA	TOTAL
1.0	1	Inductively Coupled Plasma Mass Spectrometer	160,834.05	\$ 160,834.05
2.0	1	Extended Warranty, One Year	12,301.20	\$ 12,301.20
3.0	1	FREIGHT AND 1 DAY ONSITE TRAINING AT INSTALLATION	2,703.00	\$ 2,703.00
		TOTAL		\$ 175,838.25

If bidding an "or equal" to the basis of the specification, please indicate the manufacturer and model number in the space provided below:

MODEL: PERKINELMER NEXION 300X, PART NUMBER: N8140002

Signature: _____

Date: _____

03/16/2011

"Bid in accordance with PerkinElmer Health Sciences, Inc. Quotation 20402166 attached."

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 disqualifications: 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).



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BID OPENING DATE: 03/23/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.1						
ADDENDUM ISSUED FOR THE INDUCED COUPLED PLASMA-MASS SPECTROMETER TO DISTRIBUTE THE FOLLOWING REVISED SPECIFICATIONS. PLEASE REPLACE THE ORIGINAL SIX(6) PAGES OF SPECIFICATIONS WITH THE ATTACHED SIX(6) PAGES.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 03/17/2011 TO 03/23/2011 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	EA	493-04		160,834.05 USD	160,834.05 USD
INDUCED COUPLED PLASMA-MASS SPECTROMETER						
1 YEAR EXTENDED WARRANTY					12,301.20	12,301.20
1 DAY ONSITE TRAINING AT INSTALLATION					1,512.00	1,512.00
FREIGHT WITH INSIDE DELIVERY					1,191.00	1,191.00
***** THIS IS THE END OF RFQ DEP15345 ***** TOTAL:						175,838.25 USD
MODEL: PERKINELMER NEXION 300X, PART NUMBER: N8140002						

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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.

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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).

DEP15345
Revised Specifications
Inductively Coupled Plasma Mass Spectrometer

A. General System Specifications:

1. System shall include or be equivalent to, the following: liquid sample introduction system, RF plasma ion source, quadrupole based cell to eliminate spectroscopic interferences using either non-reactive collision gases or pure reaction gases such as ammonia and oxygen, quadrupole ion deflector, simultaneous dual stage discrete dynode detector and a cone interface, all under computer control.
2. Fully automated system startup, shutdown and optimization and computer controlled instrument tuning for optimum performance.
3. Quadrupole shall be able to scan a minimum of 5000 amu/sec to achieve maximum productivity from transient signals when jumping between light masses and high masses.
4. Quadrupole resolution settings are dynamically scanned as each element is analyzed.
5. High mass range shall be at least 238 amu or greater.
6. All analytical system operations from component optimization to methods development to calibration to analysis to reports shall be able to be performed using a single software program.
7. Full system shall use single-phase power and remains in specification as laboratory temperature varies 10 to 35°C at up to 2°C per hour.
8. System shall be able to be sufficiently cooled in laboratory temperatures below 30°C.
9. System shall be fully compliant with US EPA Compendium Method IO-3.5 and Federal Equivalent Method (EQL-0710-192) titled: *Heated Nitric Acid Hot Block Digestion and ICP/MS Analysis For Lead (Pb) On TSP High-Volume Filters.*
10. ICP-MS system shall have a full color plasma view window for useful visuals on the sampler cone, plasma color and injector tip.
11. Unit shall be a bench top design.
12. System should only require minimum periodic maintenance, cleaning or replacement of collision, collision/reaction or universal cell and main filtering quadrupole for the system's lifetime by the user or the manufacturer's service engineers.

B. Sample Introduction System Shall Include:

13. For general sample workload, low flow (0.25 ml/minute) sample introduction system with no o-rings: concentric nebulizer, cyclonic spray chamber, and quartz injector.-
14. Waste saving low flow uptake nebulizer, designed to handle user defined applications.
15. Close coupled, three-channel integral peristaltic pump, computer controlled, shall be integrated within the ICP-MS system.
16. Design where components are mounted outside the torch enclosure to eliminate the need for extraneous spray chamber cooling hardware and for easy access of alternate components and accessible from the front of the instrument. To this end the sample introduction components shall be accessible from the front of the instrument.
17. Cassette style torch mount or equivalent, where entire torch and injector assembly can be easily removed.
18. Fully automated one touch X, Y, Z torch alignment.

C. Ion Source and RF Plasma System Shall Include:

19. Computer controlled RF generator operating from 500 to 1600 watts for automatic control of torch ignition, shutdown, and system warm up.
20. Design where the RF Generator and load coil do not require water cooling.
21. The RF Generator which does not require an impedance matching network and providing for adaptation to any change in plasma impedance within 50 nanoseconds.
22. The RF generator which electrically decouples the plasma from the ion optics and allows independent adjustment of the ion optic parameters and the plasma conditions.

D. Plasma Interface Shall Include:

23. A cone design, or equivalent, consisting of at least a sampler and skimmer cone with all cones at ground potential.
24. An extraction lens system, or equivalent, that does not create higher background values for elements such as Li, B, K, Na Ni and Pt.
25. Standard large orifice sampling and skimmer cones .
26. Design with rapid mounting and removal cone design, easily accessible from the front of the instrument.

27. A quadrupole ion deflector for complete separation of ions from photons and neutrals into the cell. The cell and mass analyzing quadrupole shall be completely maintenance free.

E. Quadrupole Mass Analyzer Assembly Shall Meet the Following:

28. The quadrupole mass filter shall utilize gold metalized ceramic rod technology or equivalent, for best stability and operate at 2.5 MHz for exceptional resolution and abundance sensitivity.
29. The quadrupole shall:
- Be able to scan up to 5000 amu per second
 - Operate with dwell times as short as 0.1 ms
 - Operate with Peak hop settling time < 0.2 ms regardless of mass change
 - Operate with peak hop slew speeds up to 1.6M amu/sec
30. Stability of the quadrupole mass calibration and resolution shall be maintained by having critical parts of the quadrupole power supply temperature controlled. In this configuration, the quadrupole power supply will be unaffected by fluctuations in laboratory temperature.
31. The analyzer quadrupole shall have the ability to discretely control the resolution of selected mass regions dynamically, without affecting the overall nominal resolution of the system.

F. Ion Detector Assembly Shall Meet the Following:

32. The ion detector shall be a simultaneous dual-stage discrete dynode electron multiplier, and offer protection against overload in both pulse counting and analog modes. The detector shall:
- Provide a dead time < 35 ns
 - Provide switching between pulse or analog in < 0.2 ms
 - Provide transient data acquisition up to 5000 data points / sec
 - Provide dynamic range to 1.5 GHz ($1.5 \text{ e}^9 \text{ cps}$)
33. The dual-stage detector assembly shall come standard with the system.

G. Vacuum System Shall Meet the Following:

34. The vacuum system shall utilize a turbo molecular pump to maintain vacuum at 1e^{-6} Torr (or lower), includes vacuum chamber isolation valve which automatically closes as plasma is extinguished or with system faults. The pumping system shall have enough capacity to reach operating vacuum from atmosphere in less than 20 minutes.
35. In the event of vacuum failure, the entire vacuum system shall be automatically back-filled by inert gas to preserve the cleanliness of the system.
36. Turbo molecular vacuum pump shall be purged by an inert gas during operation to prevent damage by reactive gases and/or corrosive vapors such as those generated by the analysis of phosphoric acid.

37. Computer controlled roughing pump shall utilize ultra-long life PFPE (Fomblin) fluid and automatically shift into energy saving mode when the plasma is off.

H. System Personal Computer Controller and Operating System Shall Meet the Following Minimum Requirements:

38. New desktop PC with adequate processor to run system software and desktop applications including virus protection, and networking software;
39. Windows 7 Operating System;
40. 4 Gigabytes Random Access Memory (RAM);
41. 320 gigabyte hard drive;
42. DVD reader and writer;
43. Keyboard & optical USB mouse;
44. Ethernet Port, minimum of 4 USB ports;
45. 19 inch color LCD monitor;
46. Ink jet color printer;
47. All necessary computer/printer cables.

I. System Software Shall Include:

48. Routine Maintenance Alerts; scheduled user defined alerts for continued operations.
49. Method Development wizards or equivalent.
50. Pre-set methods
51. Automated quality control checking features.
52. The system software shall support the following calibration curve fit modes for quantitative analysis:
 - Linear least squares.
 - Weighted linear least squares.
 - Linear forced-through-zero least squares.
 - Method of standard additions (Matrix Matched calibration)
 - Additions calibration.
53. Real time graphics with ability to display transient and continuous signal profiles.

54. Quantitative analysis including external calibration, additions (matrix matched) calibrations, method of standard additions, isotope ratios and isotope dilution's and semi quantitative analysis.
55. All analytical raw data shall be retained and stored on hard disk.
56. The quadrupole shall be able to be tuned or mass calibrated on a minimum of 5 elements (Be, Co, In, Mg, Pb), providing a printed mass calibration report with all elements.
57. QC protocol limits on measured values, allowing the analyst to define when and how an action is taken, and to specify a second QC action for automatic operation in the event that the first action fails.
58. On-line help with quick steps to reference entire instrument user manual.
59. Data reprocessing on stored data without re-running samples for changes of calibration points, internal standard points or curve fit mode.
60. Computer controlled automatic selection of cell gas when multiple gases or mixed mode are specified within a single method.
61. Computer controlled automated optimization of cell gas flow.
62. System shall be capable of supporting a syringe-pump based auto dilution system.
63. The software shall support auto dilutions by both a global dilution factor and serial dilutions for samples out of range.
64. All software shall be pre-installed on the PC and shall also include an installation disk(s).

J. Auto Sampler Options Shall Meet the Following:

65. The system shall include a random access auto sampler capable of holding 150 or more 15 mL sample vessels.
66. The system shall be capable of being controlled with the instrument software.

K. Tools, Consumables and Manuals

67. System shall come with all tools necessary for service by operator.
68. System shall come with a kit containing a typical one year's supply of consumables.
69. System shall include one complete printed manual and one complete manual on optical media.

L. Warranty

70. System shall come with a minimum one (1) year manufacturer's warranty that includes parts and labor. Quote shall include prices for a one year service contract that will take effect after the one year warranty period. The service contract shall include one preventative maintenance visit by the company service technician.

M. Shipping, Setup and Training

71. Price shall include all shipping costs to the Guthrie laboratory, unloading, and set up of the instrument at Guthrie and one day of training on the operation of the instrument and software at the Guthrie Lab. The vendor shall also offer optional hands-on training at the vendors' facility location within 90 days after installation of the unit.

**Guthrie Lab
4900 Brenda Lane, Bldg.14
Charleston, WV 25312-9307**



Quotation

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: (203) 944-4914

To: CHUCK BOWMAN
STATE OF WEST VIRGINIA
DEPT OF ENVIRONMENTAL PROTECTION
OFFICE OF AIR QUALITY
601 57TH STREET
CHARLESTON WV 25304

QUOTE NO.: 20402166
QUOTE VALID TO: 05/23/2011
QUOTE DATE: 03/14/2011
PAY. TERMS: Net 30 Days
FREIGHT TERMS: FOB Destination - Frt Quoted
ULTIMATE DEST.: UNITED STATES OF AMERICA

TELEPHONE NO. 304-558-2157
FAX NO.
YOUR REFERENCE

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
1	N8140002	FINAL ASSY-NEXION-300X ICP-MS Sales Discount	1	175,300.00	175,300.00 31,554.00-
<p>NexION 300X ICP-MS System. The PerkinElmer SCIEX NexION 300X is a fully computer controlled, bench top ICP Mass Spectrometer consisting of the NexION spectrometer and NexION application software which runs under the Windows XP® operating system. It includes an installation kit with installation solutions, gas lines, cooling lines, flexible vent tubing, waste container, and sample introduction, torch and interface spares kits.</p> <p>Some of the features include an cyclonic sample introduction system with a MEINHARD# concentric nebulizer; a built-in 40 MHz free-running Inductively Coupled Plasma source with patented PlasmaLok# interface to control ion energies; New cassette torch mount that provides one handed removal and replacement; a quadruple-stage vacuum system utilizing a triple inlet turbomolecular pump; a triple cone interface to collimate the ion beam; a ion deflector that reduces neutrals and polyatomics; a patented Universal Reaction Cell# with both Kinetic Energy Discrimination that uses collisions to reduce polyatomic interferences and Reaction Cell Technology with scanning quadrupole to chemically resolve polyatomic interferences from analyte species in typical matrices; a binary gold metalized ceramic quadrupole producing hyperbolic fields for excellent abundance sensitivity and on-the-fly variable resolution; 2.5 MHz thermally stabilized quadrupole power supply for outstanding mass stability; and SimulScan# ion detection circuitry for automatic extended dynamic range in a single scan; an integrated 3-channel peristaltic pump; Computer-controlled single-channel gas pneumatics (without getter) are standard. Field upgradeable.</p>					

SEND PURCHASE ORDERS TO:
PerkinElmer Health Sciences, Inc.
710 Bridgeport Ave.
Shelton, CT 06484-4794
Phone: 1-800-762-4000
Fax: (203) 944-4914
Email: USInstrumentOrders@perkinelmer.com

SALES REPRESENTATIVE: ED BURT
PREPARED BY: Antonio Mendez



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Shelton, CT 06484-4794

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Fax: (203) 944-4914

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To: CHUCK BOWMAN
STATE OF WEST VIRGINIA

QUOTE NO.: 20402166
QUOTE VALID TO: 05/23/2011
QUOTE DATE: 03/14/2011

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
2	N8140504	KIT-SOLUTION NEXION CELL Mat'l Disc Exclulsiv	1	739.00	739.00 739.00-
3	N8122248	HEAT EXCHANGER - 120V 60Hz Sales Discount	1	2,392.00	2,392.00 358.80-
4	09406118	PC LENOVO M58P (XPSP3) USA NON-ATO Lenovo ThinkCentre M58p Windows® XP Service Pack 3, Tower USA Model: Lenovo ThinkCentre® M58p, 3.0 GHz Intel® Core 2 Duo, 1333 MHz Front Side Bus (FSB), 6M L2 cache * Chassis: Tower * Factory Installed Operating System: Microsoft® Windows® XP Professional SP3 * Memory: 2 GB, Non-ECC, 1066 MHz, DDR3, 2 x 1GB, Four DIMM slots * Hard Drive: 160 GB SATA, 7200 * RPM Networking: Integrated Gigabit Ethernet * External I/O Ports: 8 USB 2.0 (2 front, 6 rear), 1 Ethernet (RJ45), 2 serial (9-pin), 1 VGA (DB-15, Display Port) out Expansion Slots: * Slot 1: half-length, full-height, PCIe 2.0 x16 (75w max) * Slot 2: half-length, full-height, PCIe x1 * Slot 3: half-length, full-height, 32-bit PCI 2.3 * Slot 4: half-length, full-height, 32-bit PCI 2.3 RemovableMedia: DVD+/-RW SATA Video: Integrated video, Intel® GMA4500 Floppy Drive 3.5" 1.44MB diskette drive standard Mouse: Lenovo USB optical mouse with scroll Keyboard: Lenovo USB Keyboard Audio: Integrated High Definition Audi * Specifications might change without notice	1	1,542.00	1,542.00
5	09404759	19" LCD MONITOR WIDE SCREEN (for ADC)	1	654.00	654.00
6	09406119	PC RAM 1X1 GB PC3-8500 DDR3 NON-ATO ONLY	2	54.00	108.00
7	09421125	PRINTER-HP LASER JET P4014	1	1,513.00	1,513.00



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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
8	09421130	CABLE-USB2 480MBPS A/B PLUG 10 FT Sales Discount	1	31.00	31.00 4.65-
9	N0200193	ICPMS-NEXION TRAINING New Inst Train Disc	1	2,940.00	2,940.00 2,940.00-
10	N2020006	S10 Autosampler for ICP Sales Discount	1	8,600.00	8,600.00 1,290.00-
11	N8140513	KIT CONSUMABLES NEXION 300 Q/X/D Sales Discount	1	4,590.00	4,590.00 688.50-
12	MASN8140002POS1	Ext Warranty +1PM - NexION 300X ICP-MS Sales Discount POINT OF SALE PRICING UNIT PRICE QUOTED IS MONTHLY	12	1,023.00	12,276.00 1,227.60-
13	ICPAUTSMPLRPOS1	Extended Warranty +1PM - ICP Autosampler Sales Discount POINT OF SALE PRICING UNIT PRICE QUOTED IS MONTHLY	12	116.00	1,392.00 139.20-
14	N0200088	Onsite Scientific Consulting Service MAS Sales Discount This service is a customized service provided at the facility of the purchaser. The service can include, but is not limited to system applications training , method development, application assistance, method transfer from previous instrumentation, productivity improvements, sample introduction optimizations, and implementation of new methodology. All travel costs are included in this item. The item is sold on a per day basis with per day being defined as a typical 8 hour period."	1	3,024.00	3,024.00 1,512.00-
Freight/Handling:					1,191.00
Total Net Price in USD:					175,838.25

Customized Financing Solutions are available - We offer competitive rates with a wide range of structures to assist in acquiring your PerkinElmer technology - Speak to your Sales Engineer us at 1-800-559-2755 ext. 69608



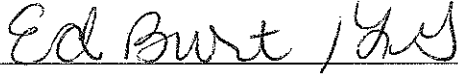
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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
Did you know that you can order selected products online at www.perkinelmer.com/shop ?					
The amount displayed does not include tax charges.					
These charges will be added to the invoice if applicable.					
*					
Includes installation and one year warranty (parts, labor and travel).					
*					
Estimated delivery: 14 weeks after receipt of order.					
*					
Terms subject to credit approval.					
*					
DEVIATIONS FROM THE SPECIFICATIONS:					
The CPU supplied with the NexION is not equivalent to the unit specified, but is certified to run the NexION software and provide instrument control.					
 ED BURT					

PERKINELMER HEALTH SCIENCES, INC.
STANDARD TERMS AND CONDITIONS OF SALE

1. Delivery Dates and Prices

- a) All delivery and shipment dates indicated on the face hereof are approximate and subject to Seller's availability schedule. Seller will make reasonable efforts to meet the delivery date(s) quoted. However, Seller will not be liable for its failure to meet the quoted delivery dates or for any delay in performance hereunder due to unforeseen circumstances or shortages, due to causes beyond its control, or due to its voluntary or mandatory compliance with any governmental act, regulation, or request. If, by reason of such circumstances, Seller's supplies of the equipment or service (hereinafter the "Product(s)") covered hereby are limited, Seller shall have the right to allocate the available supply among its customers in such manner as it, in its sole discretion, determines appropriate.
- b) All orders are priced on the basis of an estimated shipment date within ninety (90) days of the date of order to the stated destination. Should Buyer request a change in the estimated shipment date or otherwise cause delay in delivery beyond ninety (90) days from the date of order or request that the Products be shipped outside the country of original delivery, the prices established by this quote shall no longer apply, and Seller's list prices in effect on the actual date of shipment shall be used in determining the price to be paid. Except as provided above, if the price is stated by reference to a published price list, then the price shall be the price on the published price list in effect at the time Seller receives Buyer's purchase order, without regard to the requested delivery date. However, if any Product is ordered prior to the effective date of a published price change and the delivery date is rescheduled, the price in effect at the time of the initial delivery date shall apply.
- c) If Buyer requests shipment to a country other than the country originally requested, and if Seller elects not to cancel the order pursuant to Paragraph 12 hereof, Seller's applicable surcharge for the actual country of delivery shall be added to the price.
- d) Notwithstanding any provision to the contrary herein, all prices are subject to increase without notice to reflect changes in: (1) Federal or State laws taxing raw material or processed materials; (2) applicable laws or regulations governing working hours or compensation of labor; and/or (3) freight charges, insurance costs, duty or other factors affecting costs of shipment.

2. Packing and Loss or Damage in Transit. Products will be packed for shipment in a manner suitable to the method of shipment specified by Buyer, or to the method selected by Seller in the absence of instructions. Unless otherwise indicated on the face hereof, all sales hereunder are f.o.b. shipping point, and all risk of loss or damage to equipment in transit is upon Buyer. Payment will be made in accordance with Paragraph 5 below.

3. Payment Due For Partial Deliveries. Seller may, in its sole discretion, deliver any portion of the Products ordered, regardless of utility to Buyer in the absence of the undelivered portion, and all such partial deliveries shall be accepted and paid for in accordance with the terms of Paragraphs 4 and 5 below. Likewise, completion of any installation services shall not be a condition to Buyer's obligation to remit payment. The making of a partial delivery that, to any extent, is not in accordance with the contract of sale shall not affect the Buyer's obligation hereunder to remit payment.

4. Inspection, Acceptance and Return of Products or Trade-Ins. Buyer shall inspect the Products immediately upon receipt and shall, within five (5) business days after receipt, give written notice to Seller of any claim for shortage or that the Products do not conform with the terms of the contract of sale. If Buyer shall fail to give such notice, the Products shall be deemed accepted and to conform with the terms of the contract of sale, and Buyer shall be bound to pay for the Products in accordance with the terms of Paragraph 5 below. Return of Products, defective or otherwise, will not be accepted by Seller without (i) written notification from Buyer to Seller within 30 days of receipt of invoice and (ii)

receipt of a return authorization number from Seller. Products authorized to be returned shall be shipped f.o.b. destination, freight pre-paid. When return of nonconforming goods has been accepted by Seller, conforming shipment may be made in accordance with Paragraph 1 above and Paragraph 8 below without further liability on Seller's part. Buyer will be liable for restocking charges in the event Products are returned to the Seller which are not defective and are in accordance with these terms. When a trade-in is authorized by Seller, Buyer shall ship, f.o.b. destination, freight pre-paid, the material or equipment so authorized for trade-in, to Seller's specified location.

5. **Payment and Credit Terms.** Unless otherwise indicated on the face hereof, Buyer agrees to remit payment in full to the address provided on the face of Seller's invoice for all shipments, including shipments of any portion of the Products ordered, upon receipt of invoice. This obligation shall not be contingent upon the completion of any installation services included in the purchase price. No cash discounts will be granted. Account balances not paid in accordance with these terms are subject to the maximum prevailing legal interest rate calculated from date of delinquency. In the event Seller finds it necessary to refer an account to an attorney or an agent for collection of delinquent accounts, Buyer shall pay all costs of collection including, without limitation, reasonable attorneys' fees. Buyer agrees that Seller shall retain a security interest in the Products sold hereunder to secure any portion of the price not paid on delivery and will, on request, execute a security agreement in such form as is required by Seller, which, at Seller's option, may be filed with appropriate local, state, or other relevant authorities. Should Buyer become delinquent in the payment of any sum due hereunder, or if Buyer becomes insolvent, or if any proceedings are commenced under any bankruptcy or similar laws for Buyer's reorganization or other debt adjustment, Seller will not be obligated to continue performance. Seller reserves the right to change the credit terms provided herein when, in Seller's opinion, the financial condition or previous payment record of Buyer so warrants. If, within thirty (30) days of receipt of written notice of such change, Buyer fails to agree and comply with different terms of credit, and/or fails to give adequate assurance of due performance, Seller may (a) by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of the portion of the purchase order not then fully performed, whereupon Seller may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable; or (b) make shipments under reservation of a demand for advance payment or payment against tender of documents of title. Buyer's acceptance of delivery of any Products shall constitute a representation that Buyer is solvent.
6. **Taxes.** Buyer is responsible for the ultimate payment of all taxes which may be assessed or levied on or on account of Products sold hereunder to Buyer, whether termed a gross receipts tax, use tax, property tax, sales tax or otherwise. Where Buyer claims that a transaction is not subject to any such tax, that Buyer is exempt, or that Seller is not required to collect such tax, Buyer agrees to provide Seller with any documentation necessary to support such a claim, to allow Seller to document its decision not to collect such tax(es), and to indemnify and hold Seller harmless from and against any and all fines, penalties, interest, taxes, and other expenses, including, without limitation, reasonable attorney's fees, incurred by Seller as a result of reliance upon Buyer's position.
7. **Installation and Site Preparation.** Installation services are included in the purchase price of the Products sold hereunder only if expressly so stated on the face of Seller's quotation or in Seller's applicable price list. Installation services for Products transferred outside the country of original delivery by Buyer's actions may be subject to additional charges based on the actual installation site location. For Products requiring installation by Seller's service personnel, it is the responsibility of Buyer to prepare the site environmentally and provide the required services, power, water, drain, air, bottled gases, permits, licenses, approvals, etc., as well as whatever is required to uncrate and transport the Product to its appropriate location for use. Failure to do so, prior to Seller's service personnel arriving at Buyer's site on the mutually agreed upon installation date, will result in a service charge by Seller to cover the lost time of its service personnel. Should Seller be unable to perform the required installation services within twelve months of a Product's shipment date as a result of Buyer's inability to prepare the site as required, Buyer may be responsible for additional costs associated with required hardware, software and firmware updates. Because Seller's service personnel may be required to enter upon Buyer's premises for the purpose of providing service to the Products sold hereunder, Buyer hereby undertakes to maintain its premises in a safe condition and to comply with all

applicable laws, statutes and regulations governing workplace health and safety, and hereby accepts full responsibility for any harm or injury to, or liability arising from work performed by, Seller's personnel while on Buyer's premises, except to the extent caused solely by the gross negligence or willful misconduct of Seller's personnel. Seller's sales and service personnel are not authorized to enter into any indemnity or hold harmless agreements on behalf of Seller.

8. Limited Warranty.

a) Warranty.

- i) Seller warrants to Buyer that the Products sold to Buyer are, at the time of shipment to Buyer from Seller, free from defects in materials and workmanship.
- ii) This warranty shall be valid for a period of 90 days from the date of shipment to Buyer, unless a different period is specified herein, or in Seller's applicable price list in which case such specified period shall apply. Notwithstanding anything to the contrary contained herein, the warranty period for data processing equipment, including data storage devices, processors, printers, terminals, communication interfaces, tape drives and all similar devices, is in all cases limited to ninety (90) days from the date of shipment to Buyer.
- iii) Except in the case of an authorized distributor of Seller, authorized in writing by Seller to extend this warranty to distributor's customers, the warranty herein applies only to Buyer as the original purchaser from Seller and may not be assigned, sold or otherwise transferred to any third party.
- iv) As Buyer's sole and exclusive remedy under this warranty, Seller agrees either to repair or replace, at Seller's sole option, any part or parts of such Products which, under proper and normal conditions of use, prove(s) to be defective within the applicable warranty period. Alternatively, Seller may at any time, in its sole discretion, elect to discharge its warranty obligation hereunder by accepting the return of any defective Product pursuant to the terms set forth herein and refunding the purchase price paid by Buyer.

b) Exclusions and Limitations.

- i) It is recognized that some parts by their nature may not function for the warranty period applicable to the Product. Therefore, expressly excluded from the warranty herein are chromatography columns, filaments, energy sources, lamps, power amplifier tubes, graphite tubes, sample cell holders, burner and furnace chambers, nebulizers, and other similar parts referenced in the Product's applicable operating manual.
- ii) The warranty herein excludes any equipment or accessories which are identified on applicable price lists, quotations, special promotional materials, or on the face hereof, for which this limited warranty may be further limited. Included within this category are items produced by third party manufacturers (as to which Seller passes to Buyer the warranty it has been provided by the manufacturer) and items which are sold at specially reduced prices with reduced warranty protection (in some cases, extended warranty protection may be available at an increased price).
- iii) This warranty does not cover loss, damage, or defects resulting from: transportation to the Buyer's facility, improper or inadequate maintenance by Buyer, Buyer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the Product or improper site preparation or maintenance.
- iv) No warranty is made with respect to used, reconstructed, refurbished or previously owned Products, which will be so marked on the face hereof and, unless otherwise indicated on the face hereof, shall be sold "As Is".
- v) The warranty herein applies only to Products within the country of original delivery. Products transferred outside the country of original delivery, either by Seller at the direction of Buyer or by Buyer's actions subsequent to delivery, may be subject to additional charges prior to warranty repair or replacement of such Products based on the actual location of such Products and Seller's warranty and/or service surcharges for such location(s).

- c) Place of Service. Except when otherwise provided in Seller's current applicable price list, Seller shall use reasonable efforts to perform all warranty services hereunder at Buyer's facility, as soon as reasonably practicable after notification by Buyer of a possible defect; provided, however, that Seller reserves the right to require that Buyer return the Product to Seller's production facility, transportation charges prepaid, when necessary to provide proper warranty service.
- d) Software and Firmware Products. The sole and exclusive warranty applicable to software and firmware products provided by Seller for use with a processor is as follows: Seller warrants that such software and firmware will conform to Seller's program manuals current at the time of shipment to Buyer when properly installed on the processor, provided, however, that Seller does not warrant that the operation of the processor or software or firmware will be uninterrupted or error-free.

SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Exclusive Remedies.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, SERVICE OR USE OF THE PRODUCTS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, SERVICE OR USE OF THE PRODUCTS.

10. Patent Indemnity.

Seller agrees to defend, at its own expense, any suit or legal proceeding which may be brought against Buyer alleging infringement by Buyer of any patent of the United States, as a result of Buyer's use of the Product sold hereunder for its intended purposes, provided that Buyer shall give Seller prompt written notice of any claim, threat, or institution of any such suit or legal proceeding, and provided further that Seller shall then have the sole right to control and conduct the defense and/or settlement of such claim, threat, suit or legal proceeding, either in the name of Seller or Buyer or both, and Buyer shall, at Seller's request and expense, provide relevant information and reasonable cooperation. Seller shall pay all final judgments and all costs and attorney's fees assessed against Buyer in any such suit or legal proceeding, provided Buyer has complied with the conditions hereof with respect to prompt notice and cooperation in connection with such suit or legal proceeding and given exclusive control thereof to Seller. Notwithstanding the foregoing, Seller shall not be liable for any attorney's fees or other legal expenses incurred by Buyer without the knowledge and prior written consent of Seller. Seller shall have the right, at its own expense, to procure for Buyer the right to continue using the Product claimed to infringe, replace said Product with an equally satisfactory non-infringing Product, modify said Product so that it becomes non-infringing, or remove such Product and refund the purchase price thereof less a reasonable amount for use, damage or obsolescence.

The foregoing indemnity fully defines Seller's obligation for patent infringement. Such obligations shall specifically not apply to:

- a) an infringement claim resulting from additions or changes in or to the Product made by Buyer or any third party or from use in combination with other equipment; or
- b) an infringement claim which is settled without the prior written consent of Seller; or
- c) an infringement claim which results from compliance by Seller with specifications furnished by Buyer.

The total amount of Seller's obligation and liability under this Section shall not exceed the price paid by Buyer to Seller for the Product held to infringe, and in no event will Seller be held accountable for consequential damages under this indemnity, such as loss of business profits or goodwill. With respect to any infringement claim arising from Product manufactured in whole or in part to Buyer's specifications or from use of such Product in conjunction with any other goods, Buyer will indemnify and hold harmless Seller from and against all such claims for damages or profits arising from infringement of patents, designs, copyrights or trademarks.

11. Modification of Terms.

BUYER'S ACCEPTANCE OF ANY QUOTATION IS EXPRESSLY SUBJECT TO BUYER'S ASSENT TO EACH AND ALL OF THE TERMS AND CONDITIONS SET FORTH IN SELLER'S QUOTATION, AND BUYER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE SHALL BE CONCLUSIVELY PRESUMED FROM BUYER'S SUBMISSION OF ITS PURCHASE ORDER. NO ADDITION TO OR MODIFICATION OF SAID TERMS AND CONDITIONS SHALL BE BINDING UPON SELLER UNLESS SPECIFICALLY AGREED TO BY SELLER IN WRITING. IF BUYER'S PURCHASE ORDER OR OTHER CORRESPONDENCE CONTAINS TERMS OR CONDITIONS CONTRARY TO OR IN ADDITION TO THE TERMS AND CONDITIONS CONTAINED HEREIN OR IN SELLER'S QUOTATION, ACCEPTANCE OF ANY ORDER BY SELLER SHALL NOT BE CONSTRUED AS ASSENT TO SUCH CONTRARY OR ADDITIONAL TERMS AND CONDITIONS OR CONSTITUTE A WAIVER BY SELLER OF ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN OR IN SELLER'S QUOTATION. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS. NO MODIFICATION OR WAIVER OF THESE TERMS AND CONDITIONS IS VALID, UNLESS CONFIRMED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

12. Authority to Export.

ALL ORDERS ACCEPTED FOR EXPORT (AND/OR RE-EXPORT) ARE SUBJECT TO: 1) UNITED STATES GOVERNMENT EXPORT REGULATIONS; AND 2) BUYER PROVIDING SELLER WITH ALL DOCUMENTATION NECESSARY FOR SHIPMENT TO THE DESTINATION COUNTRY.

13. Software Licenses and Copyrighted Material.

- a) Seller provides software products by license only. The terms of the license are available from Seller and are deemed accepted by Buyer on delivery of licensed software.
- b) Unless otherwise specified, Seller's copyrighted material (software, firmware, and printed documentation) may not be copied except for archive purposes, to replace a defective copy, or for program error verification by Buyer.

14. Miscellaneous.

- a) **Excusable Delays.** Seller shall not be liable for delays in delivery or failure to manufacture or deliver goods due to acts of God, acts or failures to act of Buyer, acts of civil military authority, fires, strikes, floods, epidemics, attack, war, delays in transportation or other causes beyond Seller's reasonable control, including, without limitation, delays in obtaining or inability to obtain necessary labor, materials, components, or manufacturing facilities.
- b) **Governing Law.** The contract of sale shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without regard to its principles of conflict of laws. Any disputes relating to the contract of sale between Buyer and Seller shall be adjudicated in the state or federal courts in the Commonwealth of Massachusetts, U.S.A., and both parties hereby consent to the exclusive jurisdiction of said courts for purposes of any such litigation. The parties expressly agree to waive application of the United Nations Convention on Contracts for the International Sale of Goods.

- c) Confidential Data and Information. If, in connection with the sale, purchase, use, or maintenance of the Products, Seller is requested, required, or deems it advisable to furnish data or information which it, in its sole discretion, deems proprietary, confidential, or both, Seller shall not, in any event, submit or be required to furnish such data or information unless Buyer enters into an agreement concerning the handling, use, copying, retention and return of such information, the form of which agreement is available to Buyer on request. Seller does not agree to accept any proprietary or confidential information of Buyer in the absence of such a written agreement signed by an authorized representative of Seller.
- d) Assignment. Buyer may not assign, transfer or delegate any of its rights or obligations herein without the prior written consent of Seller, and any purported assignment of such rights or obligations without such consent shall be null and void.
- e) Severability. If any provision herein is deemed unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect as if the unenforceable provision had not been included.

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 exceed 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: PerkinElmer Health Sciences, Inc.

Authorized Signature: _____ Date: 03/16/2011

State of Connecticut

County of Fairfield, to-wit:

Taken, subscribed, and sworn to before me this 16 day of March, 2011.

My Commission expires March 31, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC

Anna Boyle



Anna Boyle
NOTARY PUBLIC
State of Connecticut
My Commission Expires
March 31, 2012