

VENDOR

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

94598

Request for

AGR0705

RFQ NUMBER

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ADDRESS CORRESPONDENCE TO ATTENTION OF RON PRICE

ADDRESS CHANGES TO BE NOTED ABOVE

304-558-0492

DEPARTMENT OF AGRICULTURE ADMINISTRATIVE SERVICES BUILDING 2, ROOM 106 4720 BRENDA LANE T CHARLESTON, WV 25312 558-2222

*709065825 800-926-3000 VARIAN INC 2700 MITCHELL DRIVE

WALNUT CREEK CA

SR CONTRACTS ADMINISTRATOR

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 06/08/2006 BID OPENING DATE: 06/21/2006 BID OPENING TIME 01:30PM CAT LINE QUANTITY. UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 LS 493-11 GC/MS SYSTEM GC/MS SYSTEM SUITABLE FOR NORMAL BENCH US AND CONSISTING OF COMPONENTS LISTED IN THE ATTACHED SPECFICATIONS 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). A. APPLICATION IS MADE FOR 2.5% 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 CORPORA-TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHI 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS Λ CATHIE WALSH FFIN

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

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 3. Complete all s
- 4. Unit prices shi 2006 JUN 21 A 9 53
- 5. All quotations

unless alternate shipping terms are clearly identified in the quotation.

6. DUPLICATE B STATE STA

rered by the bidder to the respective offices listed below prior to the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office Bid Observer Building 1 Room W114 1900 Kanawha Boulevard, East Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



VENDOR

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

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DEPARTMENT OF AGRICULTURE
ADMINISTRATIVE SERVICES
BUILDING 2, ROOM 106
4720 BRENDA LANE
CHARLESTON, WV
25312 558-2222

*709065825 800-926-3000 VARIAN INC 2700 MITCHELL DRIVE

WALNUT CREEK CA 94598

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SPECIFICATIONS for the GC/MS SYSTEM

The Gas Chromatograph / Mass Spectrometer (GC/MS) System shall include a GC with one isothermal Split-Splitless injector. The system shall have Electron Ionization (EI) capability. The MS shall be a Quadrupole design. All components of the system shall be under the control of the Windows XP Professional Operating System. The system shall include installation, training and free telephone technical support.

GAS CHROMATOGRAPH

- The GC shall have a Split-Splitless Isothermal Capillary Injector with Electronic Flow Control.
- The Injector shall include a gas-saver feature that slows carrier gas flow through the split vent when the system is not in operation.
- The column oven temperature range shall be from Ambient to 450°C, programmable in 0.1°C increments with at least three (3) programming ramps [ramping rates from 0.1°C/minute to 45°C/minute] and four (4) isothermal plateaus available.

AUTOSAMPLER

- Must allow for liquid sampling by either automatic (programmable) or manual injections and must include a sample tray capable of holding at least 50 sample vials, 4 wash vials, and 4 waste vials.
- Provisions must be available for washing injection syringe with either sample or pure solvent.
- Vendor software must control the autosampler as well as the GC and MS.

MASS SPECTROMETER

- The minimum performance requirements are: Mass range 10 to 1000 amu with scan rate sufficient to support ten (10) spectra per second (or better) and mass resolution of at least unit mass.
- Ionization Mode must be Electron Ionization (EI).
- The MS design must incorporate an Ion Gauge or High Vacuum Gauge for user diagnostics.
- The MS shall include a Turbo-molecular Pump capable of at least 250 liter/sec for fast pump-down
 and minimal downtime. A Diffusion Pump is NOT acceptable due to the possibility of
 contamination by oil.
- Minimum Sensitivity EI: with octafluoronaphthalene (OFN), 1 pg splitless injection of OFN produces a signal-to-noise ratio of 100:1 RMS (root-mean-square) or greater.



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

Quotation

30230200964

06/15/2006

Page: 1

Quotation For:

Mr. Deo Picart WV Department of Agriculture Laboratory Services 4720 Brenda Lane, Bldg. 11 Charleston, WV 25312 (304) 558 - 2208 FAX: (304) 558 - 3594

Your Inquiry:	Varian Standard Terms & Conditions apply (see attached)
Payment Terms:	Quotation Expires: July 15, 2006
Shipping Method: Best Way, Prepaid & Add	Delivery Lead Time: TBD
FOB: DESTINATION	Unit Price Basis: USD

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

Varian 1200 Single Quadruple Mass Spectrometer Optional Service Agreements

Submitted by:

Dan Quinn

4C3

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



30230200964

06/15/2006

Page: 2

WV Department of Agriculture, Charleston, WV

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Qty Part Number

Product Description

Unit Price

Discount

Amount

Section 1 Varian 1200 Single Quadruple Mass Spectrometer

Varian 1200 GCMS is of quadrupole design and is able to be upgraded to triple quadrupole. The 1200 utilizes time programmable El full scan and sim capability. Positive and Negative Chemical Ionization are standard features and are included with the instrument for no additional cost. Installation, On site post installation training, One full year warranty and lifetime technical phone support / technical method development assistance are all included in this proposal.

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or to LC interface."

1200 SINGLE QUAD-3800GCMS SYSTEM, 115V

99,704.00 16.00%

83,751.00

INCLUDES: 1200 GC/MS system with 3800, control software, PC and 1 year warranty. Free Lifetime Technical Phone Support standard for all Varian Instrumentation.

Two (2) copies of all system manuals included with system

The Single Quadrupole mass spectrometer includes Electron Ionization (EI), Positive and Negative Chemical Ionization (PCI and NCI) full Scan and SIM (Selective Ion Monitoring) modes of operation. The electron energy range available is: 20eV, 70eV, or 150eV with a standard mass range of 1-800 u. Vacuum interlock for quick change of ion volumes is also included. High efficiency (Q1) quadrupole mass filter incorporates pre- and post-filters. 180 degree path of Q2 places multiplier in true off-axis position from the source. Multiplier employs +/- 5kV post acceleration voltage for optimal ion collection. Dual stage 250L/s turbo molecular pump provides differential pumping for the source and analyzer compartments, allowing carrier gas flow of up to 8 ml/min.

Data system supports ASCII file generation to provide data file conversion for LIMS interface.

Data acquisition screen allows the user to view the spectaum and chromatogram in real time and perform library serches (real time or post run) from NIST 05 Spectral Databases and custom libraries in real time for immediate comfirmation / identification. RTL like capability addresses retention time fluctuation by adjusting retention time windows for potential peak time shifts for proper compound identification. Windows operating systems upgrades are the responsibility of the end user

Includes roughing pump column (VF-5 low bleed/MS 30M x 0.25mm, 0.25mm). Price includes installation and 1-year warranty and onsite operational training, The system is amenable to be upgraded to triple quadrupole detection system. $NOTE: This \ system \ can \ not \ be \ upgraded \ to \ 1500u \ mass \ range$

3800 GC Features: Multi-tasking Operational System, Large (12.5 in2) LC Display with 11 lines of text. Intuitive menu / cursor driven user interface with on-screen help. Sealed Modular Keypad with Soft key Function. Multiple Methods (up to 8) with Protected Memory. Central control of up to 7 heated zones (6 plus Column Oven),



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06/15/2006

3,740.00 16.00%

3,142.00

Page: 3

WV Department of Agriculture, Charleston, WV

Item Qty Part Number Product Description Unit Price Discount Amount

-99 to 450 C. 15.9 L. (968 in3) Temperature Programmable Column Oven (up to 7 ramps per method). 0.1 to 45 degreesC/minute ramping rate. Rapid Column Oven Cool-down; 450 C to 50C <4.5 minutes. Time-programmable Injectors (up to 3) with optional Electronic Flow Controls and Gas Saver Capability. Time-programmable Detectors (up to 3) with Metering, On/Off Gas Controls; up to 3 data channels. Easy Access Pneumatics Panel. Ethernet Communications Interface with TCP/IP protocol for Workstation Control. Seven External Powered Events, Run Time Diagnostics.

Computer:

Dell Optiplex GX-620 3.4 GHz Pentium 4 Minitower with:

- 3.4 GHz Pentium P4 Processor 650
- 800 MHz Front Side Bus; 2 MB L2 Cache
- 1.0GB (2 x 512 MB) DDR2 SDRAM @ 533 MHz (filling 2 of 4 slots)
- Integrated AGP video with Intel Graphics Media Accelerator 950 (up to 224MB shared memory)
- Integrated 10/100/1000BaseT Ethernet NIC
- · Integrated sound card and chassis mounted speaker
- . 160 GB, SATA II, 7200 rpm Hard Drive with 8 MB buffer
- 16X DVD+/-RW Drive with Sonic software
- 16X DVD Drive with Cyberlink Power DVD software
- 1.44 MB floppy drive
- 4 PCI full height slots (2 standard PCI, 1 PCIe x16 graphics, 1 PCIe x1)
- 1 serial port
- 1 parallel port
- RJ-45 network port
- 8 USB 2.0 ports (2 in front, 6 on rear panel)
- USB keyboard & USB 2-button optical mouse w/ scroll (no PS/2 connectors)

Kit, NIST05 MS LIBRARY KIT

S/N*

20:1

Windows XP Professional SP2 Operating System

Test Standard

1 pg OFN

Three year limited warranty with onsite service

Performance Specifications

Mode

1.03

El Scan

1 0391082491

		EISIM	50 fg OFN	10:1							
		NCI SIM	10 fg OFN	20:1							
		PCI Scan**	50 pg Benzophenone	20:1							
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1.02	1	0392563101 CP1177 INJECTOR, T1EFC, STAINLESS STEEL, 3,507.00 16.00% 2,94									
		INCLUDES: Pro	grammable head pressure c								
		split ratio control (5 to 10,000), adjustable septum purge, split/splitless solenoid									
		control. For 10 to 1000 μ diameter fused silica columns, 1 to 250 m. length									
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30230200964

06/15/2006

Page: 4

WV Department of Agriculture, Charleston, WV

1	0190053200				
	0.00000200	Dell 1900 Flat Panel 19 Inch Monitor	750.00	16.00%	630.0
1	0190020400 H.P DeskJet USB	HP Deskjet 5740 Color Printer 120V With Cable printer color. Includes cable. 19 PPM B/W and 14 PPM Color	375.00	16.00%	315.0
1	CP739371	CP-8400 AUTOSAMPLER. SN:	11,130.00	16.00%	9,349.00
	automatic access of mode; headspace sampling depths for spikes can be auto solvents-programm and/or sample. Unl sample heating and parameters minimize	of two injectors with a single tower in dual and duplicate injection sampling or large volume injection with 100ul syringe; variable or headspace and micro extracts; internal standards or matrix matically added to any injection; wash station for 3 hable in any combination. Multiple syringeflush / wash with solvent imited volume waste vial with drain to waste bottle, optional discooling10-40C; a menu of pre-programmed standard injection are method development time, with selectable manual injection			
	with caps and septa	a, wash station for 3 solvents, 4 x solvent wash bottles and caps			
		Installation Training Module *Multi-Day packages may be used with this d Development Assistance, tuning, quantitation, reporting.	1,200.00	16.00%	1,008.00
1 (CSBFREIGHT	Shipping and Insurance	800.00	16.00%	672.00
		tina de la companya della companya d	Section Total	ai \$	101,813.00
2	Optional Se	ervice Agreements			
1 1	MS1200SPL	Parts and Labor Support-1200 Single Quad	7,800.00		7,800.00
		Quote GC,LC and autosampler separately			
E	Emergency Visits. A exclusions are noted	upport Agreement provides and all Parts, Labor, Travel, preventive maintenance (PM) visit is not included. Parts			
	1 1 1 E	Provide maximum automatic access of mode; headspace: sampling depths for spikes can be autored solvents-programment and/or sample. Unlessample heating and parameters minimized command in control Consists of 100 via with caps and septa and septa, one was a linstally one was a linstally of the consist of Method Consists of Method Consists of Method Consist of Method Consist of Method Method Consist of Method Method Consist of Method Consist of Method Method Consist of Method Co	Provide maximum throughput with a standard 100 sample carousel for 2ml vials; automatic access of two injectors with a single tower in dual and duplicate injection mode; headspace sampling or large volume injection with 100ul syringe; variable sampling depths for headspace and micro extracts; internal standards or matrix spikes can be automatically added to any injection; wash station for 3 solvents-programmable in any combination. Multiple syringeflush / wash with solvent and/or sample. Unlimited volume waste vial with drain to waste bottle. optional sample heating and cooling 10-40C; a menu of pre-programmed standard injection parameters minimize method development time. with selectable manual injection command in control software. Consists of 100 vial (2mL) capacity carrousel, 10ul Hamilton syringe, 100 x 2ml vials with caps and septa, wash station for 3 solvents, 4 x solvent wash bottles and caps and septa, one waste vial. 1 INSTALLMOD Installation Training Module *Multi-Day packages may be used with this To consist of Method Development Assistance, tuning, quantitation, reporting. 1 CSBFREIGHT Shipping and Insurance 2 Optional Service Agreements 1 MS1200SPL Parts and Labor Support-1200 Single Quad Quote GC,LC and autosampler separately Optional Item NOT included in Offer price The Parts & Labor Support Agreement provides and all Parts, Labor, Travel, Emergency Visits. A preventive maintenance (PM) visit is not included. Parts exclusions are noted in Terms & Conditions. Additional travel charges will be applied	Provide maximum throughput with a standard 100 sample carousel for 2ml vials; automatic access of two injectors with a single tower in dual and duplicate injection mode; headspace sampling or large volume injection with 100ul syringe; variable sampling depths for headspace and micro extracts; internal standards or matrix spikes can be automatically added to any injection; wash station for 3 solvents-programmable in any combination. Multiple syringeflush / wash with solvent and/or sample. Unlimited volume waste vial with drain to waste bottle, optional sample heating and cooling 10-40C; a menu of pre-programmed standard injection parameters minimize method development time. with selectable manual injection command in control software. Consists of 100 vial (2mL) capacity carrousel, 10ul Hamilton syringe, 100 x 2ml vials with caps and septa, wash station for 3 solvents, 4 x solvent wash bottles and caps and septa, one waste vial. 1 INSTALLMOD Installation Training Module *Multi-Day packages may be used with this To consist of Method Development Assistance, tuning, quantitation, reporting. 1 CSBFREIGHT Shipping and Insurance 800.00 Section Tot: 2 Optional Service Agreements 1 MS1200SPL Parts and Labor Support-1200 Single Quad Quote GC,LC and autosampler separately Optional Item NQT included in Offer price The Parts & Labor Support Agreement provides and all Parts, Labor, Travel, Emergency Visits. A preventive maintenance (PM) visit is not included. Parts exclusions are noted in Terms & Conditions. Additional travel charges will be applied	Provide maximum throughput with a standard 100 sample carousel for 2ml vials; automatic access of two injectors with a single tower in dual and duplicate injection mode; headspace sampling or large volume injection with 100ul syringe; variable sampling depths for headspace and micro extracts; internal standards or matrix spikes can be automatically added to any injection; wash station for 3 solvents-programmable in any combination. Multiple syringeflush / wash with solvent and/or sample. Unlimited volume waste vial with drain to waste bottle, optional sample heating and cooling 10-40C; a menu of pre-programmed standard injection parameters minimize method development time, with selectable manual injection command in control software. Consists of 100 vial (2mL) capacity carrousel, 10ul Hamilton syringe, 100 x 2ml vials with caps and septa, wash station for 3 solvents, 4 x solvent wash bottles and caps and septa, one waste vial. 1 INSTALLMOD Installation Training Module "Multi-Day packages may be used with this To consist of Method Development Assistance, tuning, quantitation, reporting. 1 CSBFREIGHT Shipping and Insurance 800,00 16.00% Section Total \$ 1 MS1200SPL Parts and Labor Support-1200 Single Quad Quote GC,LC and autosampler separately Optional Item NOT included in Offre price The Parts & Labor Support Agreement provides and all Parts, Labor, Travel, Emergency Visits, A preventive maintenance (PM) visit is not included. Parts exclusions are noted in Terms & Conditions. Additional travel charges will be applied

representative performs all work at customer site.

Serial Number: 1200-



30230200964

06/15/2006

Page: 5

WV Department of Agriculture, Charleston, WV

Item Qty Part Number Product Description Unit Price Discount Amount

*Gas Chromatograph, HPLC, Gas Generator and detectors (ECD,PID,ELCD) support sold separately. Gas Generators support is by Domnick Hunter Service: (704) 921 9303

Section Total \$ 0.00

Quotation Total \$ 101,813.00

THIS IS NOT AN INVOICE

Terms & Conditions of Sale

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



30230200964

06/15/2006

Page: 6

WV Department of Agriculture, 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: 30230200964

10% Purchase Options

36 Months

48 Months

60 Months

\$2,999

\$2,341

\$1,951

\$1.00 Purchase Options

36 Months

48 Months

60 Months

\$3,238

\$2.514

\$2,085

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

Manufacturer's Lease Plans Inc.

Forrest Christianson

303-290-6391

Lease World Corp.

Manny Licker 954-969-1965

Trinity Capital Steve Berliner 800-841-4433 x203 Quail Financial Corp. Bob Fode 714-663-8686 x20

VARIAN ANALYTICAL INSTRUMENTS TERMS AND CONDITIONS OF SALE

- 1. GOVERNING TERMS. These Terms and Conditions of Sale ("Terms") shall apply to the sale by Varian, Inc. or its affiliated company ("Varian") of the products and/or services ("Products") described in the Quotation, Sales Order, Acknowledgment, Purchase Order, web page or other contract documentation to which these Terms are attached, incorporated by reference and made an integral part (the "Contract Documents"). Except as expressly agreed by authorized representatives of both parties in writing, no other terms and conditions, including any terms and conditions attached to Buyer's request for quotation, acknowledgment, purchase order or other contract documentation, shall apply to Varian's sale of the Products. Varian's shipment of any Product or performance of any purchase order or contract is expressly conditioned on Buyer's acceptance of these Terms. As used herein, "Contract" refers to the applicable order pursuant to which Varian is selling the Products to Buyer.
- 2. PRICE AND PAYMENT. Except as otherwise specified in the Contract Documents, Varian's prices exclude and Buyer is responsible for all sales, use, excise, value-added or other taxes and duties. Buyer's late payment shall constitute a fundamental breach of the Contract, shall result in a service charge against Buyer of the lesser of 2% per month of the Contract amount or the maximum amount permitted by law, and shall entitle Varian to cancel or delay performance under the Contract. Varian shall retain a purchase money security interest or similar lien or right of repossession in all Products shipped to Buyer under the Contract until paid in full. Buyer shall execute documents and make filings or recordings as requested by Varian for the perfection or other protection of such security interest. Buyer shall be responsible for any costs of collection incurred by Varian hereunder, including reasonable attorneys' fees.
- 3. DELIVERY. Unless otherwise specified in the Contract Documents, Buyer shall take title and risk of loss of the Products at point of delivery for Products shipped by Varian, Inc. to a non-U.S. destination and at point of shipment in all other cases. Training, if included in Products, must be taken by Buyer within one year following shipment of system.
- 4. INSTALLATION. If installation is included in Products, Buyer shall provide any necessary permits, facilities and utilities, ensure compliance with regulatory requirements, and comply with Varian's reasonable pre-installation instructions in a timely fashion.
- 5. INFRINGEMENT INDEMNITY. Varian shall defend and indemnify Buyer from all third party claims alleging that Varian's design or manufacture of any Product infringes any third party patent or other intellectual property right, except to the extent such claims arise from or relate to (a) any Product or component thereof designed by Buyer, (b) modification of any Product without Varian's express written consent, (c) use of any Product in combination with any product, process, application, or material or system not designed or manufactured by Varian, or (d) products manufactured by Buyer using any Product.
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- 7. WARRANTY. Varian warrants consumable laboratory supplies and Software sold under these Terms to be free from defects in material and workmanship and in substantial conformance with Varian's published specifications for a period beginning upon delivery and ending fourteen (14) days thereafter, subject to any applicable license agreement. Varian warrants services sold under these Terms to be performed in a good and workmanlike manner for a period beginning upon performance and ending thirty (30) days thereafter. Varian warrants all other Products sold under these Terms to be free from defects in material and workmanship and in substantial conformance with Varian's published specifications for a period beginning upon delivery and ending ninety (90) days thereafter. Varian does not warrant the

Varian AI Terms of Sale (Rev 11-8-01 English)

operation of any Software to be uninterrupted or error-free. The foregoing warranty periods shall be deemed extended to the extent required by any mandatory, non-waivable provision of applicable law or as otherwise stated by Varian in the Contract Documents. The foregoing warranties are void in the event of Product abuse, alteration, misuse, improper operation or maintenance, use in an unsuitable physical environment, or use with inadequate facilities or utilities, and these warranties do not cover products, components, or services warranted by another party or which come into direct contact with samples in the course of use. Buyer's sole and exclusive remedy for any defective or non-conforming Product after its warranty period begins shall be repair, replacement, or credit, at Varian's sole option, and such remedy shall be available only during the applicable warranty period. Repaired or replaced Products shall be subject to the original warranty period, which shall not be extended due to such repair or replacement, except to the extent required by any mandatory, non-waivable provision of applicable law. Buyer shall prepay the cost of shipping for and be responsible for loss or damage in transit to any Products returned under warranty to Varian. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 8. DAMAGES. In no event shall Varian or Buyer be liable to the other or their respective affiliates for incidental, consequential, indirect, punitive, or special loss or damages of any kind, including but not limited to lost revenues, lost profits, loss of goodwill or lost production, however caused, whether based on contract, tort (including negligence) or any other legal theory. Varian's total liability in damages or otherwise to Buyer and its affiliates shall not exceed payments received by Varian under the contract. Buyer expressly waives any rights of rescission, cancellation or revocation of acceptance with respect to delivered Products.
- 9. FORCE MAJEURE. Neither Varian, nor Buyer shall be liable to the another for failure to perform any obligation under the Contract to the extent such failure to perform is due to labor unrest, riot, war, fire, accident, weather or other natural disasters, lack of energy supplies, supplier delays, compliance with law, failure to obtain all necessary licenses, permits or approvals after reasonable efforts, or any unforeseen circumstances or other causes beyond such party's reasonable control.
- 10. SOLE TERMS. These Terms and the Contract Documents of which they are a part set forth the entire agreement between Varian and Buyer with respect to their subject matter and supersede all previous written or oral agreements and understandings between Varian and Buyer. These Terms and the Contract Documents may not be amended nor may compliance with any provision herein or therein be waived, except by a written document duly and validly executed by both Varian and Buyer, or in the case of a waiver, the party waiving compliance. Any part of these Terms held to be void, invalid or unenforceable shall be treated as severable, leaving valid the remaining Terms.
- 11. GOVERNING LAW. If this Contract concerns the sale of Products to be delivered to U.S. destinations, it shall be governed by the laws of the State of California, U.S.A. (excluding choice of law rules and the provisions of the Convention for the International Sale of Goods (CISG)). Any dispute or claim arising out, relating to or in connection with such a Contract shall be resolved exclusively by final, binding arbitration pursuant to the American Arbitration Association, provided that, Varian may seek injunctive or other relief in any court of law in order to prevent any unauthorized copying, disclosure, use, retention or distribution of its intellectual property. If this Contract concerns the sale of Products to be delivered to non-U.S. destinations, it shall be governed by CISG and (for issues not addressed by CISG) by local law applied pursuant to choice of law rules or mutual agreement of the parties, and any disputes or claims may be resolved in any court of competent jurisdiction.

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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 owned 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the ven-	idor
acknowledges the information in this said affidavit and are in compliance with the requirements as stated.	uo.
Vendor's Name: ARAN AN A	/
Authorized Signature atkec (1) as pate: 6-16-06)

No Debt Affidavit Revised 0 2/08/06

CC/MS

Varian
1200 Quadrupole MS
1200L Quadrupole MS



Ultimate analytical power and flexibility The Varian 1200 and 1200L quadrupole GC/MS systems

Exceptional problem solving capabilities—high performance mass spectrometers with multiple inlet options

Maximize qualitative and quantitative capabilities—step up to the full power of a triple quad MS

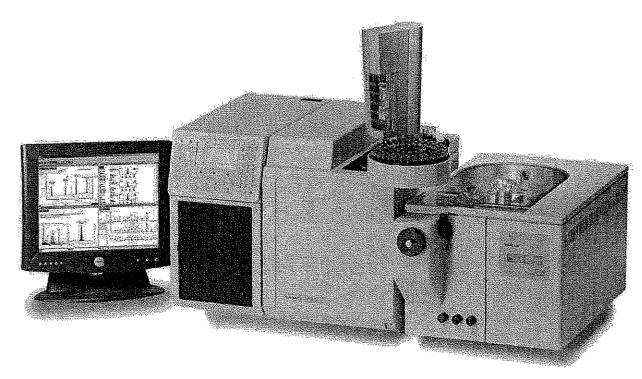
Compact and affordable—Varian redefines tandem mass spectrometry

As a leader in MS/MS technology, Varian continues to set new standards in providing more analytical performance at lower cost. Now, we have extended the concept of affordable, high performance MS with the Varian 1200 and 1200L series. Our new systems give quadrupole users increased MS flexibility and access to triple quadrupole capability at prices that fit well within today's budgets.

The 1200/1200L quadrupole platform is an advanced design that is unique for benchtop technology. The vacuum interlock, source, hexapole guide, quadrupole analyzers with pre- and post-filters, curved collision cell, ultra-low noise detector, and the dual stage turbomolecular pump incorporate refinements that raise performance to consistently superior levels.

Both the single and triple quadrupole configurations include a Varian CP-3800 GC plus numerous high performance features as 'standard'. A single quadrupole is easily upgraded to a triple quadrupole in the field. The 1200L offers all the performance specifications of the 1200, plus a mass range to 1500u and the ability to switch quickly between the GC interface and optional LC interface. For solid sample introduction, add the Direct Insertion Probe or the Direct Exposure Probe.

Invest in your future with the Varian 1200/1200L.



Improved quadrupole foundation delivers maximum sensitivity

- Traditional ion source for El, PCl, and NCl—all included as standard, and optional Townsend Discharge lonization for hydrocarbons
- Highest transmission efficiency through an optimized combination of hexapole ion guide, pre- and post-filters, and lens-free analyzer
- Maximum signal-to-noise assured by removing noise in the curved ion path
- Superior sensitivity for CI with differential pumping
- Improved analytical results with easily defined scan function, scan speed, mass resolution, and MS/MS performance

MS/MS specificity and qualitative spectral information

- Lower sample preparation costs and minimal matrix interferences with the selectivity of unique product ions
- Unequalled detection limits with a baseline free of chemical noise
- Structural elucidation of unknowns with MS/MS precursor, product, and neutral loss scans
- High dissociation efficiencies achieved with long, curved (180° path) collision cell

A workstation tailored to MS and MS/MS operation

- Single point system control with the Varian MS Workstation, including full instrument control, qualitative and quantitative analysis, and extensive reporting options
- Network compatibility for file management, printing, and remote access with Windows® 2000

A proven GC for any application

- High performance separations with the Varian CP-3800 GC
- Comprehensive range of autosamplers and injectors including automated Solid Phase Microextraction (SPME) and ChromatoProbe for manual introduction of liquids, solids, and slurries

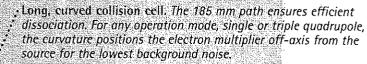
Easy upgrade to LC/MS interface with the 1200L model

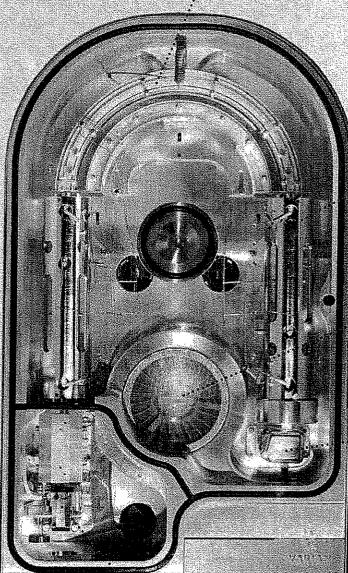
- Maximize productivity with interchangeable GC and LC interfaces
- LC/MS, a guaranteed and affordable future for your triple quadrupole investment

1200 and 1200L GC/MS Configurations and Upgrade Paths			
1200 single quad GC/MS			
1200L single quad GC/MS	*** 1200L triple quad GC/MS	→ 1200L triple quad LC/GC/MS	
1200L single quad GC/MS		→ 1200L triple quad LC/GC/MS	

Upgrade at any time. Start with a single or triple quadrupole MS system. Upgrade from single to triple quadrupole MS when needed. Add the optional LC interface at time of purchase or later with the 1200L GC/MS.

Design with Purpose Beautiful components delivering spectacular performance





- .High performance quadrupoles.

 Pre- and post-filters improve the transmission efficiency of each quadrupole. The absence of lenses between quadrupoles simplifies tuning and further improves signal.
- Single turbomolecular pump.
 The dual-stage turbo provides
 differential pumping at 180 L/s
 for the source and at 185 L/s for
 the analyzer compartment.
- •• Ultra-low noise. Directly aligned with the ion path, the detector's ±5 kV post-acceleration voltage achieves the same ion conversion efficiency as a ±15 kV dynode, without the noise common to dynodes.
- *• Enhanced source. The classic EI/CI ion source performance is dramatically improved with the addition of the hexapole ion guide interface. Change ion volumes or insert solid samples with a direct probe in less than a minute without breaking vacuum.

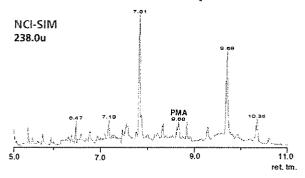
The Power of MS/MS at Your Fingertips Answer Your Most Demanding Analytical Questions

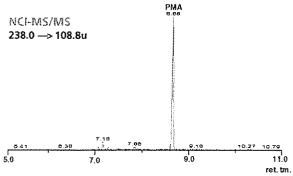
The power of MS/MS and versatile software make the Varian 1200/1200L series ideal for your existing methods as well as those samples which exceed the limits of conventional GC/MS.

Varian 1200 triple quadrupole analyzers redefine problem-solving in diverse fields such as drug testing, geological explorations, food safety, and environmental analysis. With MS/MS, the 1200/1200L series delivers ultimate selectivity with superior sensitivity and excellent precision.

Quickly achieve high quality results for your most difficult samples with the Varian 1200/1200L series in MS/MS mode.

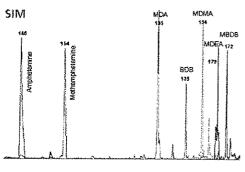
NCI-MS/MS - high quality results for difficult samples

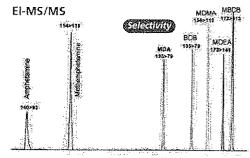




Phenylmercapturicacid (PMA) in urine. Detect 0.01 ppb with a linear range up to 100 ppb. (Sample: 5 ppb spiked urine. Injection volume: 1 μ L.)

EI-MS/MS - selectivity, sensitivity, and precision





500 pg/mg spiked hair extract

Competitor SIM	1200 MS/MS
pg/mg	pg/mg
40	30
e 50	30
30	10
130	30
190	40
70	20
180	30
	pg/mg 40 50 30 130 190 70

Predition	Competitor SIM	1200 MS/MS	
Drug	%	%	
Amphetamine	4.6	4.9	
Methamphetamin	e 5.9	7.6	
MDA	7.8	6.1	
MDMA	7.3	3.7	
MDEA	9.5	6.2	
BDB	14.6	6.5	
MBDB	10.2	3.6	

n=18, conc. = 2 ng/mg

Amphetamines and designer drugs in hair using headspace SPME. Excellent detection limits down to 10 pg/mg. Outstanding precision with 3.6% over 18 injections of 2 ng/mg.

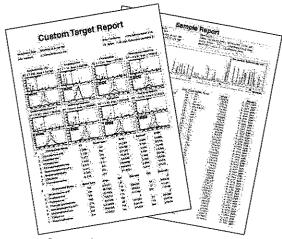
Functional, Flexible, and Productive All that you expect from an MS Workstation

The Varian MS workstation puts you in full control of all system modules, parameters, and data handling.

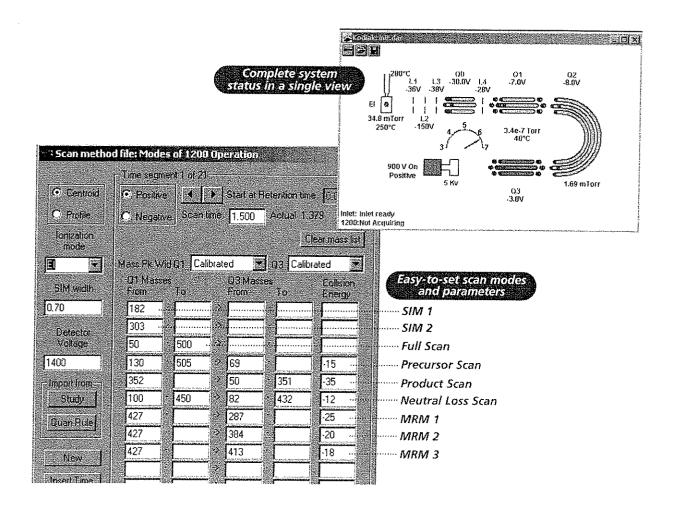
- Easy setup of new methods with the flexibility to combine any number of MS modes
- Convenient and complete qualitative and quantitative data analysis capabilities
- Quick data review with a variety of standard report formats
- Highlight critical data with application-specific EnviroPro and ToxPro reporting packages

The MS workstation's performance and wide array of features give you more complete answers, faster.

See our 1200 Series CD Brochure for further hardware, software, applications, and performance details.



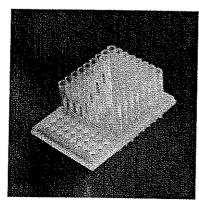
Report formats to meet any need. Select from standard templates or create your own custom report.



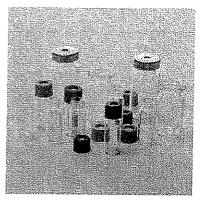
Varian Chromatography and Spectroscopy Supplies Performance, Selection, and Value

Varian's 50-plus years of continuous innovation in analytical instrumentation assures you the best in high performance products. Varian is committed to providing analytical products and supplies at affordable prices, supported by superior customer service.

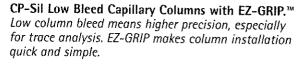
To maximize 1200/1200L GC/MS performance, select the best value in analytical supplies ranging from sample preparation products to CP-Sil Low-Bleed/MS capillary columns. Call today to request your free Varian or ANSYS product catalogs.

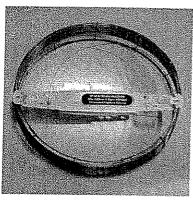


Solid Phase Extraction - SPE. Process more samples in less time at lower costs. Optimize extraction with over 40 different polymer and silica-based chemistries.



Autosampler and autoinjector vials. Vials with septa manufactured from materials specifically designed to minimize GC contamination.







Analytical supplies. Thousands of products for GC, LC, MS, AA, ICP, UV-Vis, Fluorescence, and sample preparation from Varian, ANSYS, and other leading manufacturers are highlighted in our latest catalogs.

Varian, Inc. serving worldwide markets in:

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Basic Chemical

Biotechnology

Clinical

Electronics

Environmental

Photonics

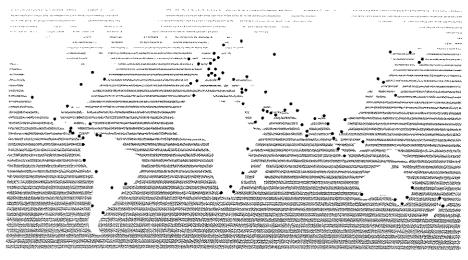
Toxicology

Pharmaceutical

Food and Beverage

Metals and Mining

Petroleum and Petrochemical



Varian, Inc. is committed to a process of continuous improvement which demands that we understand and then meet or exceed the needs and expectations of our customers - both inside and outside the company in everything we do.

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