



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
DPS0926

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

**VENDOR**

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

**SHIP TO**

WEST VIRGINIA STATE POLICE  
  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309      304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/21/2009				

BID OPENING DATE: **02/04/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		490-55		
<p>MASS SPECTROMETERS (LABORATORY)</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL A LIQUID CHROMATOGRAPHY TANDEM QUADRUPOLE MASS SPECTROMETER SYSTEM AT THE WV STATE POLICE FORENSIC LAB, SOUTH CHARLESTON, WV, PER THE SPECIFICATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>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:      JOHN ABBOTT-----</p> <p>RFQ. NO.:      DPS0926-----</p>						

RECEIVED  
 2009 FEB -3 AM 9:45  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	925-945-2106	1/29/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Contracts Manager	17-0501995		

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



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  
**DPS0926**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

RECEIVED

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

SHIP TO

**WEST VIRGINIA STATE POLICE**  
  
**4124 KANAWHA TURNPIKE**  
**SOUTH CHARLESTON, WV**  
**25309                      304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>01/21/2009</b>				

BID OPENING DATE: **02/04/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				2/4/2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				925/945-2360		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				SANDY GRANTZ		
				800/926-3000 Ext. 4845		
***** THIS IS THE END OF RFQ      DPS0926 ***** TOTAL:						<u>184,177.<sup>00</sup></u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 925/945-2106	DATE 2/2/09
TITLE CONTRACTS MANAGER	FEIN 77-0501995	ADDRESS CHANGES TO BE NOTED ABOVE

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

## Cost Sheet

Bidders shall provide a cost for the following:

Waters Product Name	Waters Item #	Quantity	Cost
TQD Tandem Quadrupole MS/MS	176001263	1	
Mass Lynx 4.1, M55 & XP TQD	176001255	1	
Cord Kit USA	205000414	1	
Acquity UPLC Column heater solvent manager sample manager	176015000	1	
Acquity BEH C18 column 3 pack	176000864	1	
Rotary Roughing Pump	186003887	1	
TargetLynx V4.1	176001086	1	
Acquity UPLC PDA Detector	176015026	1	
20" Flat Panel Monitor	668000273	1	

SEE QUOTE  
# 30230201287 FOR  
VARIAN PART NUMBERS &  
BREAKDOWN OF PRICING

TOTAL \$ 184,177.00

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

# VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

N/A TO VARIAN

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

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

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

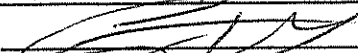
**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Varian, Inc.  
Authorized Signature:  Date: 1/29/09

Varian Inc.  
2700 Mitchell Drive  
Walnut Creek, CA 94598  
<http://www.varianinc.com>



**VARIAN**

February 2, 2009

State of West Virginia  
West Virginia State Police  
4124 Kanawha Turnpike  
South Charleston, WV 25309

Attention: Mr. John Abbott

Reference: RFQ No. DPS0926

Dear Mr. Abbott,

Varian, Inc. is pleased to respond to the subject Request for Proposal. The proposal submitted represents a firm offer by Varian to provide equipment and services at the prices indicated herein. Varian's proposal and price is predicated upon the attached Varian Terms and Conditions; however, Varian is willing to further negotiate with the University to reach mutually acceptable terms.

Varian appreciates the opportunity to support your requirements. If further information is required please contact Varian Account Manager, Don Harrington at 925.939-2400 or [don.harrington@varianinc.com](mailto:don.harrington@varianinc.com). If you have any questions of a contractual nature please contact the undersigned at 925.280.6859 or [lisa.hartley@varianinc.com](mailto:lisa.hartley@varianinc.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Hartley". The signature is fluid and cursive.

Lisa Hartley  
Sr. Contract Administrator



# Quotation

30230201287

01/30/2009

Page: 1

## VARIAN

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

*Quotation For:*

John Abbott  
 West Virginia State Police  
 Drug Identification Section, Forens  
 HQ Bldg, 725 Jefferson Rd.  
 South Charleston, WV 25309  
 (304) 746 - 2288

<i>Your Inquiry:</i>	Varian Standard Terms & Conditions apply (see attached)
<i>Payment Terms:</i>	<i>Quotation Expires:</i> <b>March 1, 2009</b>
<i>Shipping Method:</i> <b>Best Way, Prepaid &amp; Add</b>	<i>Delivery Lead Time:</i> <b>TBD</b>
<i>FOB:</i> <b>ORIGIN</b>	<i>Unit Price Basis:</i> <b>USD</b>

\*\*\*\*\*

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

\*\*\*\*\*

**Varian 320 Triple Quadrupole LCMS  
 AutoSampler**

Submitted by:

4B5

  
 Don Harrington

### 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



**VARIAN**

# Quotation

30230201287

01/30/2009

Page: 2

West Virginia State Police, South Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
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<b>Section 1 Varian 320 Triple Quadrupole LCMS</b>						
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1.01	1	320LCTQPROMO1	320-MS LCMSMS, TQ, ESI, 101-230V Promotional package; promotion ends March	149,900.00		149,900.00
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1.02	1	0391180001	SYSTEM, MODEL 212 BINARY SOLVENT	18,900.00	10.00%	17,010.00
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The Varian 212-LC chromatography pump is engineered to be the most stable and reliable analytical LC/MS pump in the laboratory today. This binary pumping system is the ideal liquid chromatography solution for environmental samples, small molecule pharmaceuticals and various industrial process samples.

The pumping system features:

- Patented self-aligning pump seal design for long seal life
- Self priming design for reliability and ease-of-use
- Rugged, stackable metal boxes for small lab bench footprint
- Controlled by MS Workstation Software (version 6.6 or higher) for full integration with Varian MS units, complete GLP-type run logs, and optional full Audit Trail (21CFR11)

The pumping system performance:

- Settable gradient flow rate range: 100 µL/min to 2.0 mL/min (0.001 mL/min increments)
- Settable isocratic flow rate range: 0.001 mL/min to 2.0 mL/min (0.001 mL/min increments)
- Maximum pressure: 400 Bar (6000 psi)
- Flow precision: ±1.5 %
- Flow accuracy: ± 1 % or ± 1 µL/min, whichever is greater
- Gradient composition accuracy: < ±1% absolute (10% step test, water @ 200 µL/min 2000 psi)
- Gradient compositional precision: < ±1% absolute (10% step test, water @ 200 µL/min 2000 psi)
- Pressure pulsation: <1.0% P/P (200 µL/min, 2000 psi)

Note: Unless otherwise indicated specified values apply from 100 to 400 µL/min.

The 212-LC system includes: 2 Dual piston pumps, 150µL mixer, damper, 10µ inlet filters, communication cables, and connecting tubing.

Required accessory (not included): Degasser

1.03	1	0190067100	Dell Ultra Sharp Flat Panel 20 Inch Monitor	1,105.00	10.00%	995.00
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1.04	1	INSTALLMOD	Installation Training Module *up-to 6 hrs of additional training at time of ins	1,300.00		1,300.00
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Installation Training- consists of up to six (6) hours of operational and maintenance training.

Conditions of Sale:





**VARIAN**

# Quotation

30230201287

01/30/2009

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West Virginia State Police, South Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
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1. Installation training can only be sold in conjunction with an instrument purchase and must be sold at point of instrument sale.
2. Training must be given at the time of installation.
3. Only one (1) training Module per system allowed

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**Section Total \$ 169,205.00**

## Section 2 AutoSampler

2.01	1	0393529001	<b>ProStar 410 AutoSampler</b> 84 x 2.0 mL Sample Vial Capacity 3 x 10 mL vials for Reagents Electric valve operation, no air supply needed Integrated Column Oven AutoMix sample prep features allowing for dilutions, automated pre-injection derivatization, or internal standard addition are standard. Separate wash reservoir. Multiple loop sizes available 100uL loop is supplied Standalone operation with synchronization to other modules. Minimum sample loss injection. Total Loop Fill Injection with <0.3% RSD Partial Loop Injection with <0.5% RSD Micro-liter pickup with no sample loss. Programmable Injection Volumes Note: AutoSampler vial kits [ 0390619590 ] are not included.	16,200.00	10.00%	14,580.00
2.02	1	0392607969	<b>CABLE, INJECT MARKER (START OUT)</b>	435.00	10.00%	392.00

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**Section Total \$ 14,972.00**

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**Quotation Total \$ 184,177.00**

**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.



## 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: 30230201287

### 10% Purchase Options

36 Months	48 Months	60 Months
\$5,330	\$4,147	\$3,449

### \$1.00 Purchase Options

36 Months	48 Months	60 Months
\$5,783	\$4,475	\$3,701

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

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

### Additional Benefits

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

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

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

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

Lease World Corp.  
Manny Licker  
954-969-1965

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

Quail Financial Corp.  
Ron Memele  
760-889-4777

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

VARIAN, INC.  
Chromatography Systems, Optical Spectroscopy, and Sample Preparation Products  
("Varian")  
TERMS AND CONDITIONS OF SALE

**1. APPLICABLE TERMS AND CONDITIONS**

All Varian Products and services (including Varian produced hardware, firmware and software) are furnished only on the terms and conditions stated herein and on the face of the applicable Varian quotation to the exclusion of any Buyer terms and conditions in any specific order documentation, preprinted or otherwise, except as to identification and quantity of Products. Varian's performance of any contract is expressly conditional on Buyer's agreement to Varian's terms and conditions of sale, and in the absence of such agreement shall be for Buyer's convenience only, shall not create any contractual obligation and shall not be construed as acceptance by Varian of Buyer's terms and conditions printed or stated in its orders. Buyer's acceptance of any Product or service shall be deemed acceptance of Varian's terms and conditions below.

**2. QUOTATIONS AND PRICES**

Varian's prices, quotations and contracts for Products and services are subject to the following, unless otherwise stated in Varian's quotation or other writing signed by an authorized representative of Varian.

- (a) All purchase orders are subject to written acceptance by Varian. Varian acceptance of any purchase order is expressly conditioned upon compliance with all applicable codes and regulations affecting Products.
- (b) UNLESS OTHERWISE SPECIFIED IN WRITING, ALL QUOTATIONS ARE FIRM FOR AND EXPIRE, THIRTY (30) DAYS FROM THE DATE THEREOF AND CONSTITUTE OFFERS, except that budgetary quotations, estimates, and quotations to customers outside the U.S., are solicitations for offers to purchase and shall neither constitute offers, firm pricing, nor impose any responsibility or liability upon Varian.
- (c) All prices quoted are for Products and services only. Varian prices exclude and Buyer shall be responsible for all ordinary and necessary charges incidental to the sale incurred by Varian and billed by Varian to Buyer, including but not limited to charges for taxes (including, without limitation, any sales tax, use tax or similar tax), license fees, customs fees, duties and other related charges. The total price to Buyer shall be adjusted to include costs of transportation, special packing and insurance incurred by Varian in accordance with agreed shipping and risk terms as referred to below.
- (d) Clerical and typographical errors are subject to correction.
- (e) Prices quoted are for Products only and do not include technical data, proprietary rights of any kind, patent rights, qualification, environmental or other than Varian's standard tests, and other than Varian's normal domestic commercial packaging, unless expressly agreed to in writing by Varian. All published prices are subject to change without notice.
- (f) Products supplied and installed by Varian will be in accordance with written Specifications provided by Varian to Buyer and referred to in Varian's quotation. Weights and dimensions are approximate only, and minor deviations from Specifications shall not be the basis of any claim against Varian. Varian shall only be responsible for performance figures provided in writing by Varian and referred to in Varian's applicable quotation. Occasionally, Varian may substitute remanufactured parts and components which meet the same quality standards as other materials and are covered by the same warranty.

**3. TERMS OF PAYMENT**

UNLESS CREDIT IS GRANTED, PAYMENT IS DUE UPON DELIVERY. The price of each Product is based upon the payment schedule set forth in Varian's Quotation. Any alternative payment schedule and resulting price change must be approved in writing by Varian. All payments for Products released and shipped on approved credit accounts shall be due in full thirty (30) days from date of invoice unless otherwise provided. Buyer's failure to comply with the above shall be regarded as a fundamental breach of contract. Past due balances shall be subject to a service charge up to the maximum amount permitted by applicable law. Varian may cancel or delay delivery of Products in the event of an arrearage in Buyer's account. Varian may waive any default without waiving any prior or subsequent default. Varian shall retain a purchase money security interest in all Products, and the proceeds thereof, until Buyer has made payment in full in accordance with the terms hereof. Buyer shall cooperate fully with Varian to execute such documents and accomplish such filings and/or recordings as Varian may deem necessary for the protection of its interests in the Products furnished to Buyer.

**4. TRANSPORTATION AND RISK OF LOSS**

Except as otherwise provided herein, or in accordance with expressly agreed Incoterms 1990, all shipments are FOB Varian's plant with all transportation and insurance at the expense of Buyer, and risk of loss or damage to Products shall pass upon delivery to the transportation company. For Products shipped FOB destination within the United States, risk of loss or damage shall pass to Buyer upon arrival of the transportation company at Buyer's dock. For Products shipped outside the United States and its possessions, title and risk of loss or damage shall pass from Varian to Buyer when Products arrive at the country of destination, notwithstanding any shipment terms to the contrary. Unless otherwise expressly agreed in writing, Varian may insure to full value of Products shipped at Buyer's expense or declare full value to the transportation company at time of shipment. Buyer shall inspect all Products upon receipt and file all claims with the transportation company when there is evidence of damage, concealed or external.

**5. PERFORMANCE**

Neither party shall be liable for any delay in delivery or other performance hereunder which is due to unforeseen circumstances, or to causes beyond its control, including, without limitation, strike, lockout, riot, war, fire, act of God, accident, failure or breakdown of components necessary to order completion; supplier, subcontractor or Buyer caused delays; inability to obtain or substantial rises in the prices of labor, materials or manufacturing facilities; curtailment of or failure to obtain sufficient electrical or other energy supplies; technical difficulties; or compliance with any governmental law, regulation, or order, including but not limited to U.S. Export Administration Regulations. Provided any such delay is neither material nor indefinite, performance shall be deemed suspended during and extended for such time as it is so delayed, and thereafter the other party shall accept performance hereunder.

**6. ANALYTICAL INSTRUMENTS**

Title in the Products shall pass to Buyer upon shipment by Varian, unless otherwise specified in writing by the parties; but in no event shall title pass any later than receipt of the Products by Buyer, except as dictated by applicable law. Notwithstanding the passing of title, Varian shall retain a purchase money security interest in the Products until paid in full. Buyer shall have ten (10) days following receipt of the Products to inspect the Products and provide Varian with written notice of any defective or nonconforming Products, in which case Buyer's sole and exclusive remedies shall be as set forth in Section 9 (Warranty). The warranty period shall commence upon passage of title to Buyer, unless the parties have agreed in writing that Varian is to install and test the Products, in which case the warranty period shall commence upon the completion date of such installation and testing.

**7. CANCELLATIONS AND ASSIGNMENTS**

No order accepted by Varian may be terminated, canceled, modified or assigned by Buyer except by prior mutual agreement in writing. Any attempt to do so without Varian's written consent shall be void from the outset. For any order accepted by Varian and terminated or canceled by Buyer, with or without Varian's consent, Buyer agrees to pay Varian a charge determined solely by Varian of not less than fifteen percent (15%) of the order value to cover the reasonable costs of processing, order handling, retesting, repackaging, lost profits and other damages as determined in accordance with applicable law and these terms and conditions. Varian may assign or otherwise transfer this Agreement, in whole or in part, to a subsidiary or affiliate, or a purchaser or transferee of substantially all of the assets used by Varian in its business to which this Agreement relates without notice to, or obtaining the consent of, any other Party.

**8. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

Varian shall, at its own expense, defend or settle any claim that the design or manufacture of any Product furnished in Varian's commercial line of Products, or manufactured to specifications set by Varian, constitutes infringement of any patents or other intellectual property rights of the United States, Canada, Japan, the European Community country in which the Buyer takes delivery of the Product or in another country where Buyer takes delivery of the Product if Varian agrees in writing to include such a country; provided Buyer informs Varian immediately and supports Varian if requested. If the Product is held to constitute an infringement and its use is enjoined as a result of any lawsuit or proceeding, Varian shall, at its own expense and sole option, either procure a license to protect Buyer against the claim, modify or replace the Product with a noninfringing product, or accept return of the Product and refund its purchase price, less reasonable depreciation. Varian EXPRESSLY EXCLUDES from liability and Buyer shall hold Varian harmless from: any other claims, liabilities, expenses, costs and damages resulting from claimed infringement

of patents, trademarks, copyrights or any other intellectual property rights; any Buyer expenses of defense and any claims settled by Buyer without Varian's prior written consent; any claims arising from a use or combination of the Product with any other equipment, processes, programming applications, apparatus or materials not furnished by Varian under this contract; any claims based on items made with the Product furnished by Varian under this contract; or any claims arising out of compliance by Varian with Buyer's designs, specifications or instructions. The foregoing states Varian's entire liability for any claim based upon or related to any alleged infringement of any patent or other intellectual property rights and is subject to the DAMAGES AND LIABILITY provisions herein.

**9. WARRANTY**

Varian warrants each standard Product sold by it to be free from defects in material and workmanship and to be in substantial compliance with operational features of Varian's published specifications at the time of sale in accordance with the terms and conditions stated below.

**Warranty Periods**

Except as stated herein, the warranty period for any Products, parts or accessories sold hereunder is limited to a period of ninety (90) days, unless alternate warranty periods, conditions and limitations are specified by Varian on the face of Varian's quotation, or are otherwise mutually agreed upon in writing.

The warranty period for any Products, parts or accessories sold hereunder begins upon completion of installation where installation is paid for by Buyer or included in the purchase price. However, if Buyer schedules or delays installation more than thirty (30) days after delivery, then the warranty period starts on the 31st day from date of shipment. In all other cases the warranty period begins on the date of shipment from Varian to the original Buyer. If installation is delayed due to Buyer's inability to provide adequate facilities or utilities, or due to its failure to comply with Varian's reasonable pre-installation instructions, Varian will charge Buyer for labor and other expenses involved in making multiple or follow-up installation service calls.

**Software**

Software and firmware ("Software") furnished by Varian in or for use with Varian's Products is warranted only to be free of defects in materials which cause failure to execute programming instructions and is not warranted against interruptions or errors in operation. Software warranty shall be for a period of ninety (90) days from the date of system acceptance and is subject to the terms and conditions of any applicable Varian license agreement including any warranty provisions. Varian makes no warranty that the operation of any software or firmware will be uninterrupted or error free.

**Warranty Remedies**

Repair or (at Varian's option) replacement of defective parts, accessories or software media shall be the sole and exclusive remedy under warranty. If in Varian's opinion such repair or replacement is not feasible, or if such remedy fails of its essential purpose, Varian may refund or credit an equitable portion of any sums paid by Buyer for the Product. In-warranty repair or replacement parts are warranted only for the unexpired portion of the original warranty period.

**Exclusions from Coverage**

Varian's warranties shall not apply to the extent that malfunction is caused in Varian's reasonable opinion by (1) accident, abuse, alteration, misuse or neglect, (2) failure to use Products under normal operating conditions or environment, or within Varian specified ratings, or according to any operating instructions provided by Varian, (3) lack of routine care or maintenance as indicated in any Varian operating or maintenance instructions, (4) failure to use or take any proper precautions under the circumstances, (5) user modification of any Product or Software, or (6) latent defects discovered after expiration of the applicable warranty period. This warranty does not cover Buyer-supplied software, equipment warranted by another manufacturer, or replacement of expendable, consumable or limited life items.

If a Product is returned to Varian for replacement, repair or credit, Buyer shall prepay the cost of shipping and be responsible for loss or damage in transit. Varian will return Products to Buyer prepaid and insured and will bill Buyer for shipping costs. Buyer shall file claims for loss or damage in transit.

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VARIAN'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY VARIAN FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, RESULTING IN THE LOSS OR DAMAGE CLAIMED. IN NO EVENT SHALL VARIAN BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS BUT NOT LIMITED TO LOST BUSINESS REVENUE, LOST PROFITS OR COSTS OF DOWNTIME RESULTING FROM VARIAN'S PRODUCTS OR SERVICES, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. Liability to third parties for bodily injury, including death, resulting from Varian's performance or Products shall be determined in accordance with INDEMNITIES below and shall not be affected by the liability limitations stated above in this paragraph.

**11. INDEMNITIES**

Notwithstanding any fault or neglect attributable to Varian, Varian shall have no responsibility whatsoever for, and Buyer shall indemnify, defend and hold Varian harmless from, any and all damage or injury to persons or property which may arise from or relate to: (1) any use, operation or service of any Product contrary to any written warning or instruction given by Varian with respect to such Product, including but not limited to unauthorized use and/or modification of any equipment, components, software or accessories by any user, or (2) any liability of Buyer with respect to OSHA, toxic substances, air quality, water quality, hazardous waste, Superfund or other environmental liability, including but not limited to fines, penalties, cleanup costs or tort, related to the use, operation or service of any Product, or (3) the design, manufacture, purchase, sale, installation, replacement, service, use, misuse and/or reuse of any product supplied by Varian as a convenience to Buyer that is not manufactured by Varian and is not offered by Varian in its standard published catalog of Products.

**12. LIMITATION OF CLAIMS**

Except as otherwise required by the procedural rules of applicable law, no claims, regardless of form, arising out of, or in any way connected with this contract, the Products or services furnished by Varian, may be brought by Buyer more than one (1) year after the cause of action has accrued or performance under this contract has been completed or terminated, whichever is earlier.

**13. DISPUTES/ARBITRATION AND APPLICABLE LAW**

All disputes, controversies or claims of any kind against Varian arising from or in any way related to this contract, its breach, its termination, its invalidity, or the Products, including the jurisdiction of the arbitration panel, shall be settled by final and binding arbitration. For sales to U.S. customers, arbitration shall be in Palo Alto, California under the rules and procedures of the American Arbitration Association ("AAA") and shall be governed by the commercial law of the state from which the Product is shipped. If the sale is international, arbitration shall be in the place of Varian's corporate domicile under the UNCITRAL Arbitration Rules. The commercial law of Varian's corporate domicile and generally accepted principles of law applicable to commercial undertakings shall apply. The United Nations Convention on contracts for the International Sale of Goods shall not be applicable. If the sale is between entities within another country, the commercial law of that country and the Jurisdiction provisions of Varian's standard terms and conditions of sale for that country shall apply. The arbitration shall be conducted in the English language. The arbitration tribunal shall not award punitive damages. The arbitration tribunal award shall be final and binding, shall be the sole and exclusive remedy regarding any and all claims and counterclaims presented, and may not be reviewed by or appealed to any court except for enforcement.

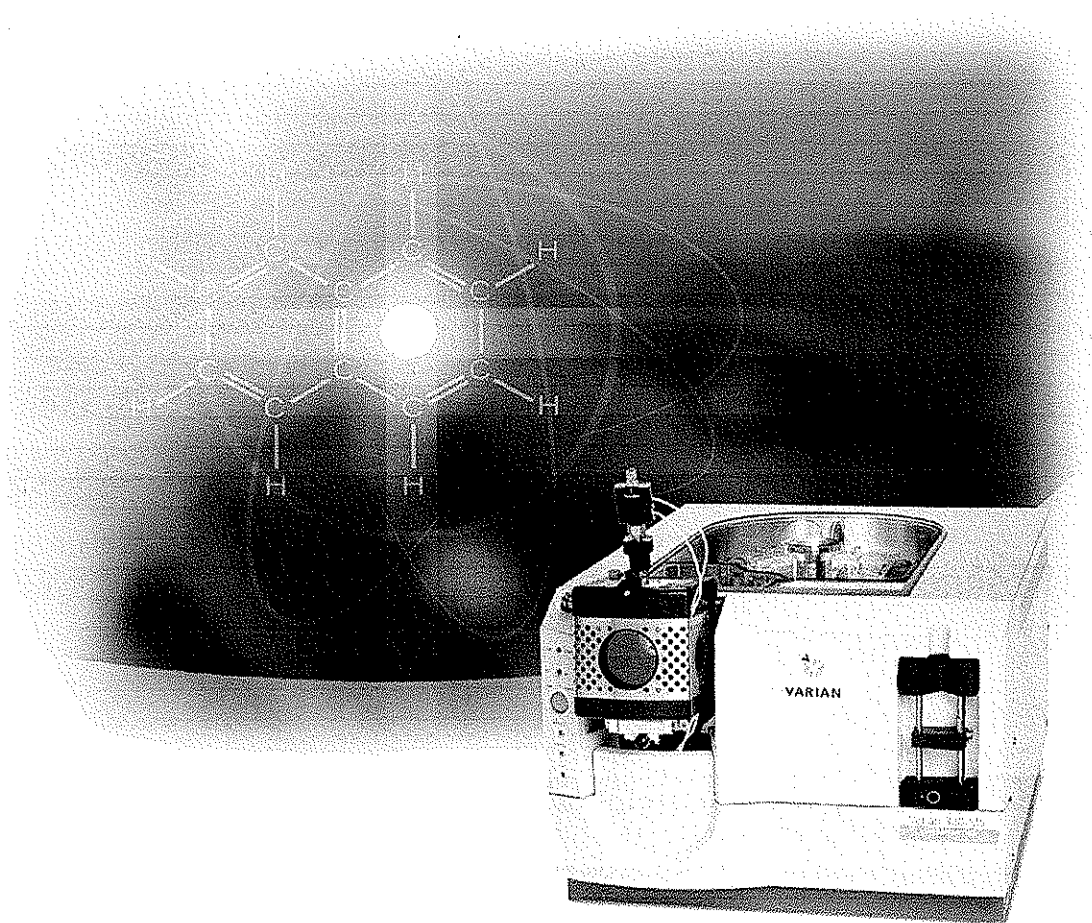
**14. ENTIRE AGREEMENT**

These terms and conditions of sale, Varian Specifications and related documents expressly agreed to in writing by the parties contain the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior understandings, representations and warranties, written and oral. If any part of these terms and conditions are held void or unenforceable, such part will be treated as severable, leaving valid the remainder of the terms and conditions.

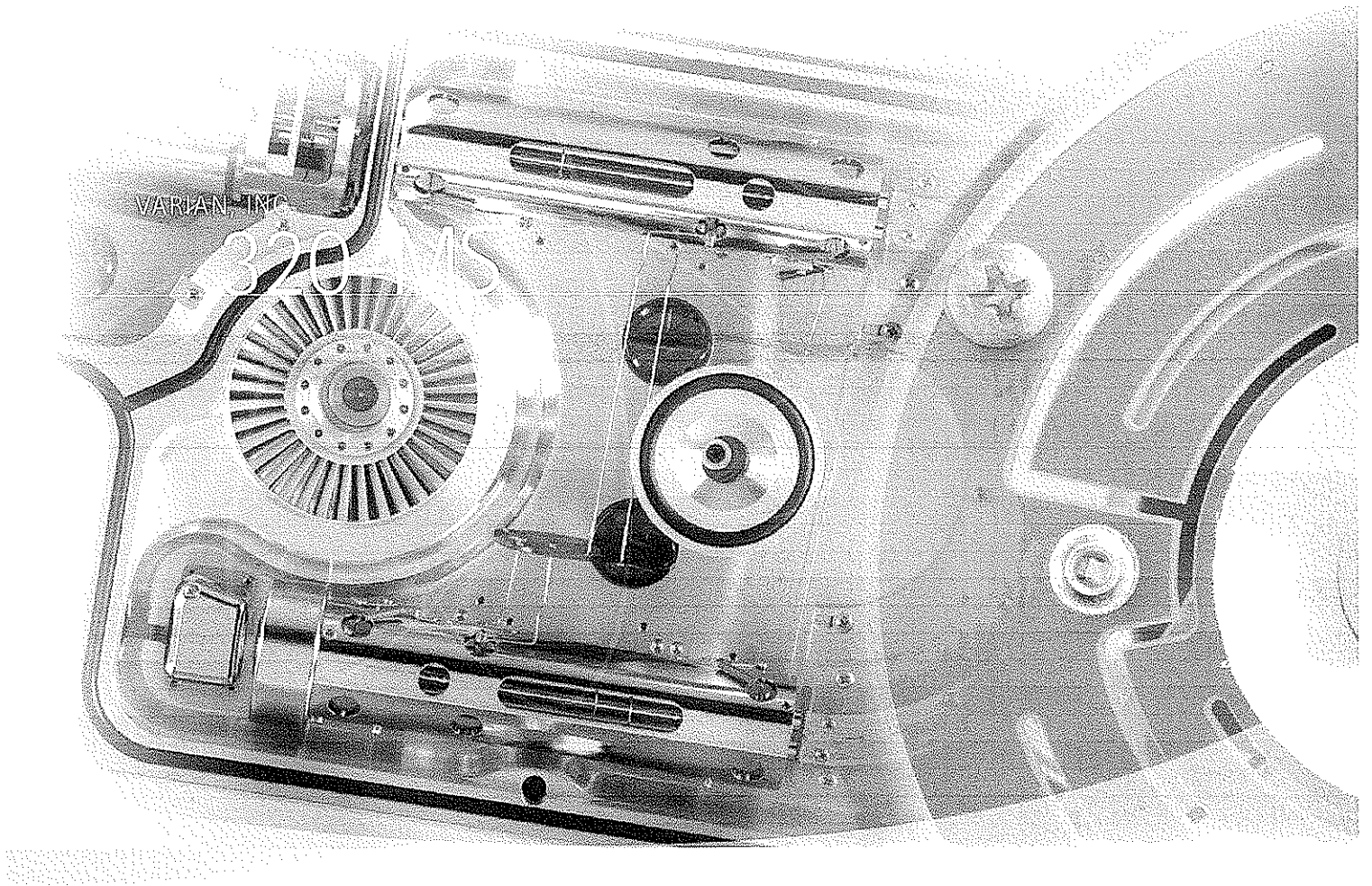
VARIAN, INC.

# 320-MS

TRIPLE QUADRUPOLE MASS SPECTROMETER



**VARIAN**



## Unsurpassed commitment to innovation

Varian, Inc. is an innovator and leader in mass spectrometry and vacuum technology, committed to providing Information Rich Detection (IRD) solutions.

Varian continues its commitment to develop and manufacture high performance, reliable, IRD solutions by strengthening our complete line of quadrupole and ion trap LC/MS and GC/MS systems.

The Varian 320-MS is the next generation of Varian's triple quadrupole product line, with all the ease of use features you've come to expect. The option to quickly switch between LC and GC or to change your LC source from ESI to APCI offers a flexible and robust quadrupole MS system that can deliver precisely the information you need.

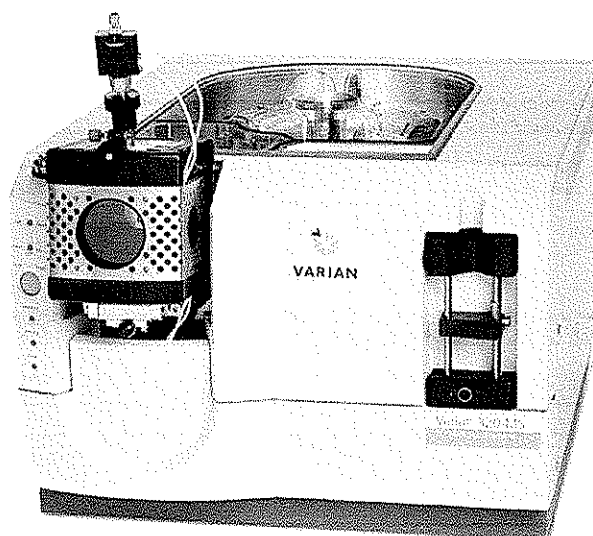
## High sensitivity with unmatched flexibility

The Varian 320-MS provides femtogram sensitivity, a 2000 m/z mass range and a choice of chromatographic and ionization configurations to match your budget and your needs – all in less than 72 cm (28 inches) of linear bench space.

Varian's patent-pending, computer-controlled gas temperature (SelecTemp™) and flow (SelecFlow™) give you the flexibility to develop methods with greater ruggedness and sensitivity. An integrated syringe pump and six port valve, with time-programmable software control, accelerate method development.

The 320-MS also delivers unmatched flexibility to select the instrument configuration that works best for you.

Start with the single quadrupole configuration and upgrade to the sensitivity and selectivity of a triple quadrupole whenever the need arises. Add the optional GC interface and switch as your application needs change. Now you can have the power of two separate instruments for the cost and bench space of just one.



The Varian 320-MS LC/MS features a built-in syringe pump and 6-port valve for easy sample introduction and method optimization.

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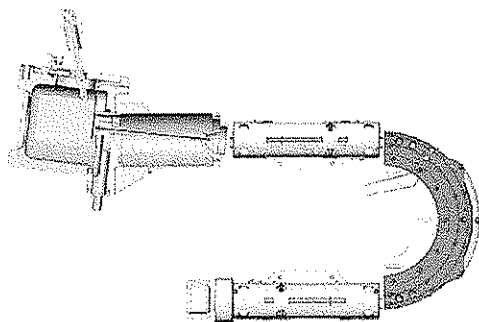
# 320-MS LC/MS

## Big performance in the smallest

### Lower Detection Limits

The 320-MS delivers high sensitivity with low noise and less maintenance. The patented API interface, with its dual off-axis needle and capillary provides efficient desolvation with minimum contamination. A high performance skimmer and quadrupole ion guide allow maximum ion transmission for outstanding signal intensity.

The superior design characteristics don't end at the ion source. Varian's patented 180° curved collision cell provides additional noise reduction for difficult matrices. You get the benefits of a detector that is off-axis to the source without the use of a conversion dynode. No dynode ensures better sensitivity, especially for negative ions.



The unique geometry of the 320-MS reduces noise and increases sensitivity.

### Flexible, Rugged, Sensitive

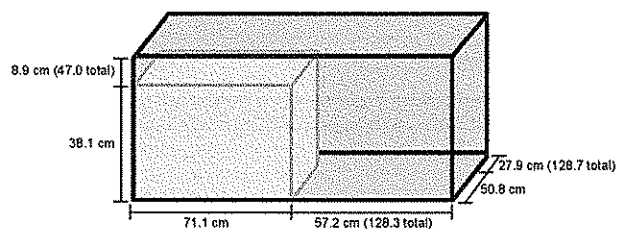
By giving you more options for method development and increased sensitivity, SelecTemp and SelecFlow reduce sample preparation time. That means increased productivity for your laboratory.

Varian's SelecTemp programmable temperature control delivers optimum drying gas temperatures at every point in a complex analysis. The API interface with SelecTemp allows simplified setup, greater throughput, reduced contamination and improves detection of labile compounds.

SelecFlow, a programmable pressure control system, is the newest addition to Varian's quadrupole line. It allows accurate control of gas flows by time segment to provide better sensitivity and area reproducibility for specific compounds. Both SelecTemp and SelecFlow parameters can be automatically recorded for GLP purposes.

### Compact Productivity

The linear footprint of the 320-MS system is one of the smallest of any triple quad LC/MS – under 72 centimeters (28 inches). A smaller footprint means more space for a safer, less cluttered working environment or even another instrument to increase your productivity.



\*  Varian 320-MS  Instrument X

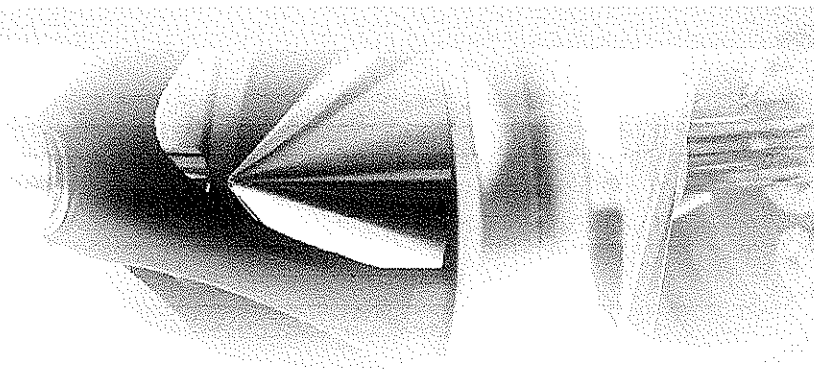
### Convenient Switchability

Ideal for laboratories with a wide range of sample types, the 320-MS uniquely allows both LC/MS and, with the optional GC interface, GC/MS on the same instrument. From the switchable interface to multiple ionization modes and more, the 320-MS gives you the most options for configuring the instrument to meet your needs:

- Switch from LC to GC interface and back again
- Change ionization modes between ESI and APCI
- GC sources include: EI, PCI and NCI
- Single Quad to Triple Quad upgrade

\*Dimensions accurate as of 10/09/06. Diagram not necessarily to scale.

# package

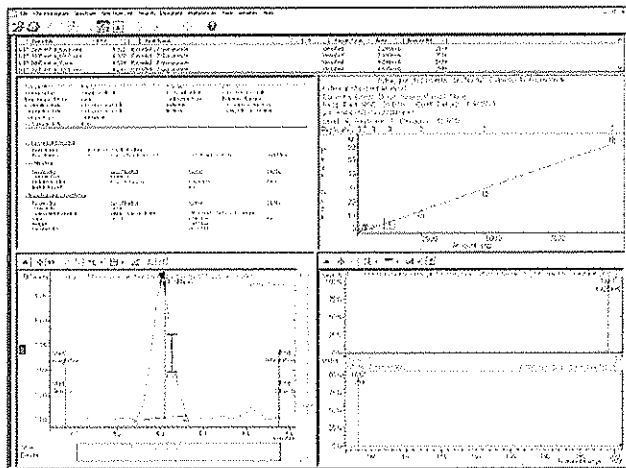


## The complete solution...

### More power with Varian MS workstation software

Instrument control and data processing are simple with the Varian MS Workstation software.

- Complete single point control of pumps, autosamplers, and other accessories
- Fully automated tuning and calibration
- Superior data transfer rate with dual processors
- Simple navigation for reviewing and processing results
- Full featured network compatibility for file management, printing, and remote access
- Extensive reporting for complete analyses



Varian HPLC pumps, detectors, autosamplers, and columns can be included to create a complete configuration.

### HPLC Pumps

- **212-LC** pumps deliver pulse free flow at low flow rates, ideal for analyzing limited amounts of sample on a small (2 mm) diameter column. The low flow rates reduce maintenance on the spectrometer and increase the sensitivity for analyses of small samples.

### HPLC Detectors

- **ProStar™ 300 Series** range from a standard, single-channel UV-Vis detector for basic analysis to multi-wavelength detectors for research applications. For the ultimate in UV-Vis detection, the powerful ProStar 335 Diode Array Detector provides full spectral information for every peak in a sample.
- The **PL-ELS 2100** Evaporative Light Scattering Detector is ideal when analyzing non-chromophoric components. This universal detector does not rely on optical properties of the analyte. Signal is proportional to concentration for all semi- and non-volatile compounds.

### Autosamplers

- **HTS PAL** is a low loss, high speed, high capacity, robust autosampler offering outstanding flexibility and productivity.
- **ProStar 400 Series** are precise, versatile autosamplers delivering reliable results, particularly when sample volume is limited.

### HPLC Columns

- **Pursuit® columns** are available in a variety of phases and deliver faster separations without sacrificing resolution. Pursuit Diphenyl offers unique pi-pi selectivity for aromatic and double bond containing analytes and improved LC/MS sensitivity. Pursuit PFP delivers optimal separation of polar analytes under high aqueous conditions.
- **Polaris® columns** provide unique bonded phases that maximize polar retention and selectivity, while virtually eliminating silanol activity. Polar-modified chemistries of this class are very effective for separations that are difficult on conventional alkyl-bonded phases, and they are stable in all commonly used HPLC and LC/MS eluents from pH 1.5 to 10.0.



VARIAN, INC.

# 320-MS

TRIPLE QUADRUPOLE MASS SPECTROMETER

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

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- Factory-qualified Field Support Representatives and Specialists, specifically chosen for each installation.
- Global support teams strategically located around the world.

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# Varian 320-MS LC/MS

The Varian 320-MS LC/MS provides maximum performance for pharmaceutical, toxicological, environmental, and other applications requiring quantitation in a heavy matrix. The API inlet is sensitive and robust and the unique MS analyzer consistently delivers superior signal-to-noise.

The 320-MS is flexible, affordable, and easy to use making it an ideal system for LC/MS. The 320-MS quickly adjusts to the evolving demands of any laboratory; the single quadrupole MS can be upgraded to the full power of MS/MS and the LC Atmospheric Pressure Ionization (API) interface can be exchanged for an optional GC interface.

## Specifications

- Analyzer mass range: up to 2000 Da
- Scan rates: up to 6000 Da/sec
- Resolution: unit mass over the entire range
- Linear dynamic range: up to  $10^5$ , compound-dependent based upon analytical methods
- Mass axis stability:  $\pm 0.1$  Da over 24 hours
- Manifold temperature: independent control; 30 °C to 50 °C
- Ion detector: positive or negative ions, constant 5 kV post acceleration voltage
- Single quadrupole modes: Q1MS for Selected Ion Monitoring (SIM) and Full Scan
- Triple quadrupole modes: Q1MS and/or Q3MS for SIM or Full Scan, Precursor Scan, Product Scan, Neutral Loss Scan, and Selected Reaction Monitoring (SRM)
- Turbomolecular pump: dual stage, 310/400 L/sec, air cooled
- High efficiency electron multiplier: 170 ms Positive to Negative switching time
- Adjustable dwell times: 2-14,000 ms software defined per transition

## Atmosphere Pressure Ionization (API) Interface

- SelecTemp™ allows temperature programming of the drying gas throughout the analysis
- SelecFlow™ allows electronic flow control of the drying gas throughout the analysis
- Drying gas temperature: 400 °C maximum at 8 L/min
- Drying gas flow rate: up to 10 L/min

- Spray chamber temperature: up to 60 °C
- Spray needle: off-axis from the capillary axis
- Quadrupole ion guide: 6° off-axis from the capillary axis
- Capillary voltage: up to 300 V

## Electrospray Interface (ESI)

- LC flow range: 1 to 1000  $\mu$ L/min
- Needle voltage: up to 6 kV
- Nebulizing gas flow: up to 2 L/min, 1.5 L/min typical
- Spray plate voltage: up to 800 V
- Spray needle: wide range of adjustments for x-y positioning; independent adjustment of the inner liquid capillary needle to the outlet of the nebulizing gas

## Built-in Syringe Pump and Diverter Valve

- Accommodates syringe volumes from 100  $\mu$ L to 10 mL
- Flow range: 0.05 mL/min to 1 mL/min (depending on syringe size)

## Mass Filters (Q1 and Q3)

- Quadrupole with pre- and post-filters (guides)
- Lensless design between the quadrupoles

## Collision Cell (Q2)

- 180° curved cell with pre- and post-filter region:
  - In single and triple quadrupole modes, the curvature of Q2 minimizes noise by positioning the multiplier off-axis from the source.
  - In MS/MS modes, the long, 185 mm path ensures high dissociation efficiency.

## Vacuum System

- Foreline pumps: Two Varian HS652 universal voltage pumps for the LC interface
- Pumps include:
  - oil mist eliminator
  - oil return kit

## Utilities and Environment

- Power requirements for the MS: 100-240 Vac, 50/60 Hz  $\pm 3$  Hz, 1.0 kW
- Power requirements for the dual foreline pumps: 100-240 Vac, 50/60 Hz, 5.5 kW
- Venting for the API spray chamber: up to 12 L/min
- Venting for the foreline pumps: up to 2 L/min
- Nitrogen (+ESI) nebulizing and drying gas: up to 12 L/min, regulated at 80 psi



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## Utilities and Environment (continued)

- Air (-ESI) nebulizing gas: up to 2 L/min, regulated at 80 psi
- Humidity: 20% to 80% relative humidity (without condensation)
- Temperature: 16 °C to 30 °C

## Optional Features

- APCI Interface
- GC interface including GC transfer line, vacuum interlock, ionization source (EI, PCI, NCI), and hexapole ion guide
- Spectral databases (+EI): National Institute of Standards and Technology (NIST), Wiley, PMW

## User Upgradeable Options

The APCI option is a separate needle/chamber that uses the same hinge/clip mounting system as the ESI chamber. Changing from ESI to APCI takes only a few minutes to disconnect and connect the appropriate electrical, gas and LC lines and does not require venting the instrument.

## APCI Specifications

- LC flow range: 100 to 2000 µL/min
- Corona current: -50 to +20 µA
- Nebulizing gas flow: up to 2 L/min
- Auxiliary gas flow: 4 L/min typical
- Auxiliary gas temperature: 550 °C maximum; optimum is compound, mobile phase and flow dependant
- Spray plate voltage: up to 800 V
- Capillary voltage: up to 300 V
- Drying gas temperature: 400 °C maximum at 8 L/min
- Drying gas flow rate: up to 10 L/min
- Spray chamber temperature: up to 60 °C
- Spray needle: off-axis from the capillary axis
- Quadrupole ion guide: 6° off-axis for the capillary axis

## Chromatography Options

The MS workstation fully controls a wide range of chromatography products including:

- AutoSamplers: ProStar™ 400, 410, 420, 430, and HTS PAL
- Solvent Delivery Modules: 212-LC; ProStar 210, 220, 230, and 240; PrepStar™ 218, SD-1, and SD-2
- Column Valve Module: ProStar 500
- Detectors: ProStar 325, 340 UV-Visible Absorbance, 335 Photodiode Array, 363 Fluorescence and PL-ELS 2100 ELSD
- Fraction Collectors: ProStar 701 and 704
- CP-3800 Gas Chromatograph, including the full complement of autosamplers, injectors, detectors, and other GC peripherals

## 320-MS LC/MS Dimensions

- 50 cm (w) x 38 cm (h) x 71 cm (d) / 19.5 in. x 15 in. x 28 in., 108 kg/237 lb

## Performance Specifications

Mode	Test Standard	S/N*
+ESI SIM	500 fg Reserpine	≥10:1
+ESI MS/MS	500 fg Reserpine	≥20:1

\*Based on RMS noise, 0.7 PWHM resolution



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GC • LC • MS • GPC/SEC • AA • ICP • ICP-MS • UV-Vis-NIR • FT-IR • Fluorescence • Dissolution • NMR • MRI • FTMS • Consumables • Data Systems

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