



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
LBS90127

PAGE
1

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

*C08144020 800-227-9770
**AGILENT TECHNOLOGIES INC
 2850 CENTERVILLE ROAD**

WILMINGTON DE 19808-1610

**HEALTH AND HUMAN RESOURCES
 ENVIRONMENTAL CHEMISTRY LAB**

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

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ORIGINAL

DATE PRINTED 04/07/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/07/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		493-96		
INDUCTIVELY COUPLED PLASMA-MASS SPECTROMETER REQUEST TO PURCHASE AN INDUCTIVELY COUPLED PLASMA-MASS SPECTROMETER (ICP-MS) INSTRUMENT TO ANALYZE METALS IN DRINKING WATER TO FULFILL REQUIREMENTS OF US EPA REGULATIONS FOR COMPLIANCE MONITORING OF PUBLIC WATER SYSTEMS AND OF PRIVATE WELLS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 4/21/2009 . QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER						

RECEIVED

2009 MAY -6 P 3:17

**PURCHASING DIVISION
 STATE OF WV**

APR 10 2009

bids

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

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration
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ROBERTA WAGNER

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SHIP TO

HEALTH AND HUMAN RESOURCES
 ENVIRONMENTAL CHEMISTRY LAB
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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----LBS90127-----</p>						

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Instrument Specifications:

1. Inductively Coupled Plasma – Mass Spectrometer (ICP-MS) instrument to analyze metals in drinking water to fulfill requirements of USEPA regulations for compliance monitoring of public water systems and of private wells. ICP-MS is a class of technology offered by several vendors listed below. This instrument is to be purchased for use by the Office of Laboratory Services / Environmental Chemistry Laboratory at the Big Chimney facility in support of West Virginia's Drinking Water Program.
2. Technology must be compatible with and fulfill the requirements of US EPA method 200.8, including pneumatic nebulization sample introduction, and a quadrupole mass spectrometer.
3. ICP-MS must be equipped with a system software controlled autosampler capable of random access.
4. Must be fully automated for analysis (excluding digestion) with necessary software provided for system controller that is compatible with Windows XP, with assurance that data can be exported to Laboratory Information Management System (LIMS).
5. Must include a re-circulating water chiller or equivalent device for cooling system components of ICP-MS instrument.
6. Instrument must be a floor-mounted model with wheels to conserve available bench space and to facilitate mobility and serviceability.
7. Instrument must come equipped with a PC controlled, variable temperature, cooled spray chamber to enhance stability and reduce oxide ion interferences; or equivalent technology.
8. The vacuum system must be fully contained within the instrument to conserve floor space.

Installation/Training Requirements:

1. Vendor must install instrument equipment within 90 days of its delivery date at the Big Chimney Environmental Chemistry Laboratory facility location. Cost of installation must be included in the bid price.
2. Vendor must provide on-site user training on all basic aspects of the equipment and software and must be included in the cost of the equipment package in the bid price. This On-site basic training must include all rudimentary aspects of instrument operation with respect to set up and running analytical methods via software operations, as well as routine maintenance, exclusive of theory and advanced operations techniques. This basic training must be provided by the vendor upon completion of installation and must last at least one day.
3. The Vendor must provide an advanced and complete training course that will last at least 2 days. This course must include theory of ICP-MS, workshops demonstrating all

aspects of proprietary software capabilities, and hands-on lab work. The cost for this course must be included in the submitted total bid price.

4. Vendor must provide all manufacturers user manuals upon delivery.

Warranty Requirements:

1. Must include at least one year equipment warranty to include parts and labor and must be provided at no additional cost.
2. Software support must be included as part of one-year warranty. Vendor must agree to provide software support for any subsequent service agreements that may follow the original one-year standard warranty.
3. Warranty must include on-site service including labor, travel time, and expenses with a 24-hour on-site response time at no extra cost.
4. Vendor must include all warranty information upon delivery.
5. Warranty to begin upon completion of installation and on-site training.

Shipping and Delivery Requirements:

1. ICP-MS and its components to be "inside delivery" by freight delivery company.
2. Shipping terms to be F.O.B. Destination, Prepaid unless vendor states differently when submitting quotation. If shipping costs are incurred, they must be included as a separate line item and a part of the total cost of the equipment.
3. Payment will be made in arrears.

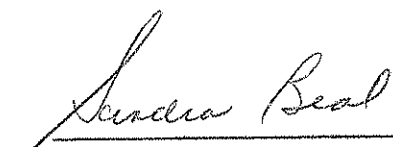
LBS90127

RFQ COST SHEET

Bidders shall provide a cost for the following:

Inductively Coupled Plasma–Mass Spectrometer (ICP-MS) System	\$ <u>117325.30</u>
On-site Basic User Training (1 day at installation of equipment)	\$ <u>INCLUDED</u>
Advanced Training Course (2 days)	\$ <u>2722.00</u>
Total Cost	\$ <u>120,047.30</u>

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 Signature

05/05/2009

 Date

*Agilent Technologies, Inc. is bidding solely in accordance with Quotation 841744 which is attached and hereby incorporated by reference. Agilent's offer is in accordance with Agilent's Terms and Conditions of Sale, Exhibit E16 (01-May-2007). Please reference the quotation number 841744 on any resultant award. The above pricing does not include tax. If tax applies, please add appropriate tax amount to any resultant award.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: AGILENT TECHNOLOGIES INC

Authorized Signature: *Andria Beal* Date: 05/05/09

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

ATTACHMENT
P.O.# LB590127

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

Agreed

Sandra Beal 05/05/2009
Signature Date

Business Sales Specialist

Title

Agilent Technologies Inc

Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: AGILENT TECHNOLOGIES INC

Signed: Sandra Beal

Title: Business Sales Specialist

Date: 05/05/2009



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 Department of Administration
 Purchasing Division
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 1</p> <p>1. QUESTIONS AND ANSWERS ARE ATTACHED.</p> <p>2. ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: LBS90127</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. S:</p> <p>NO. 1 . . . X</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>							

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
<i>Shandra Beal</i>		TELEPHONE 800-227-9770		DATE 05/04/2009			
TITLE Business Sales Specialist		FEIN 77-0518772		ADDRESS CHANGES TO BE NOTED ABOVE			

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13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

Rev. 7/01/08



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
LBS90127

PAGE
2

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

BIDDING

*C08144020 800-227-9770
AGILENT TECHNOLOGIES INC
2850 CENTERVILLE ROAD

WILMINGTON DE 19808-1610

SHIP TO

HEALTH AND HUMAN RESOURCES
ENVIRONMENTAL CHEMISTRY LAB

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/23/2009				

BID OPENING DATE: 05/07/2009	BID OPENING TIME: 01:30PM
------------------------------	---------------------------

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Sandra Beal</i> SIGNATURE AGILENT TECHNOLOGIES INC COMPANY 05/04/2009 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
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State of West Virginia
Purchasing Division



PURCHASE REQUISITION

Requisition No. LBS90127	Buyer RW-22	Requisition Date 04/22/09
Agency/Invoice To: Health and Human Resources BPH - Laboratory Services 167 Eleventh Ave South Charleston, WV 25303	TEAM Code _____	WVFIMS Document # _____
Agency/Ship To: Health and Human Resources Environmental Chemistry Lab 4710 Chimney Drive Charleston, WV 25302	TEAM Code _____	Suggested Vendors: 1. _____ 2. _____ 3. _____ <i>Additional Vendors on Reverse Side</i>
This Section Only For: Releases, Direct Purchases, Emergency Purchases and Agreements		PURCHASING DIVISION'S USE ONLY Commodity Code: _____ Instructions: _____
Vendor Name and Address: _____		
WVFIMS Vendor # _____	TEAM Vendor # _____	
Terms _____	F.O.B. _____	

Item No.	Quantity	Description	Unit Price	Amount
		<p align="center">Addendum #1</p> <p align="center"><i>Type of Purchase</i></p> <p>Response to vendor question:</p> <p>Question:</p> <p>Under Specifications, Installation/Training Requirements, item 3: Is this 2 day training course to be conducted at vendor site or on-site at WV Env Chem Lab for how many people?</p> <p>Response:</p> <p>One state employee will be receiving the advanced training course which may be conducted at either the WV Environmental Laboratory or at the vendor's location.</p>		

Authorized Signature _____

Title _____

Telephone _____

Total Estimated Value of this Requisition: _____

Maximum Budgeted Amount: _____

www.state.wv.us/admin/purchase

WV-35 (Rev. 01/01/07)

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Page 2 of 2 Pages Requisition / P.O. No.:
LBS90127

File: RW22 Acct. No.: 5201-2009-3045-099-072-15384

Spending Unit:
DHR/OLS

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>VENDOR QUESTION #1:</p> <p>I have a question/concern regarding Request for Quotation LBS90127 that I hope you can assist with. This is in regards to the supplied Instrument Specifications, Items #6 and #8, and these items happen to be related as it pertains to ICP-MS systems. These specifications state:</p> <p>6. Instrument must be floor-mounted model with wheels to conserve available bench space and to facilitate mobility and serviceability.</p> <p>8. The vacuum system must be fully contained within the instrument to conserve floor space.</p> <p>The vendor question is: Can items #6 and #8 be removed from consideration on RFQ LBS90137?</p> <p>RESPONSE: No.</p> <p>6. The floor-mounted model is requested as specified.</p> <p>8. The vacuum system is requested as specified.</p>		



Agilent Technologies

Quotation

Larry Duffield
 Office Lab Services
 State of West Virginia
 Bureau of Public Health
 OLS Environmental Chemistry
 4710 Chimney Dr Ste G
 Charleston WV 25302-4841

TEL: 304 965 2694-... FAX: 304

Quote No.	Create Date	Delivery Time	Page
841744	05/04/2009	4 Weeks	1 of 6
Contact		Phone no.	Valid to
Mark Fashian		740-369-5475	07/03/2009
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : lscainstrumentsales@agilent.com For additional instructions, see last page			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
G3271A 7500a ICP-MS mainframe equipped with high solids nebulizer and Ni interface. The ShieldTorch system is included. With the following configuration: Ship-to Country : USA Installation (44K) Familiarization at Installation (44L)	1.000 EA	140,926.00 USD	42,277.80-	98,648.20
Item Total				98,648.20
Special discount of 30.00 % is applied.				
G3150A ICP-MS ChemStation. Includes ChemStation software, PC, monitor, printer and operating software. With the following configuration: Ship-to Country : USA Intelligent Sequence Software 1 Year SW Update/Phone Assist (44W)	1.000 EA	10,275.00 USD	3,082.50-	7,192.50
Intelligent Sequence Software 1 Year SW Update/Phone Assist (44W)	1 EA	2,090.00 USD	627.00-	1,463.00
Item Total				8,655.50
Special discount of 30.00 % is applied.				



Quotation

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 4710 Chimney Dr Ste G
 Charleston WV 25302-4841

TEL: 304 965 2694-... FAX: 304

Quote No.	Create Date	Delivery Time	Page
841744	05/04/2009	4 Weeks	2 of 6
Contact	Phone no.	Valid to	
Mark Fashion	740-369-5475	07/03/2009	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : lscainstrumentsales@agilent.com For additional instructions, see last page			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
G1879B Heat exchanger PolyScience Model 3370 Air Cooled Recirculator With the following configuration: Ship-to Country : USA	1.000 EA	1,522.00 USD	456.60-	1,065.40
Item Total				1,065.40
Special discount of 30.00 % is applied.				
G3286A ASX-500 Series Autosampler - model ASX-520 With the following configuration: Ship-to Country : USA	1.000 EA	8,376.00 USD	2,512.80-	5,863.20
Item Total				5,863.20
Special discount of 30.00 % is applied.				



Quotation

Larry Duffield
 Office Lab Services
 State of West Virginia
 Bureau of Public Health
 OLS Environmental Chemistry
 4710 Chimney Dr Ste G
 Charleston WV 25302-4841

TEL: 304 965 2694-... FAX: 304

Quote No.	Create Date	Delivery Time	Page
841744	05/04/2009	4 Weeks	3 of 6
Contact	Phone no.	Valid to	
Mark Fashion	740-369-5475	07/03/2009	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : lscainstrumentsales@agilent.com For additional instructions, see last page			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
5188-6524 PA tuning solution set 2 bottles of 100mL	1.000 EA	672.00 USD	201.60-	470.40
Item Total				470.40
Special discount of 30.00 % is applied.				
5184-3565 ICP-MS Checkout Soln for 7500a and 7500i Sys Install kit contains: Tuning soln, Dual Mode (1), Dual Mode (2), Wash and Water Blank Solns	1.000 EA	498.00 USD	149.40-	348.60
Item Total				348.60
Special discount of 30.00 % is applied.				



Quotation

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Mark Fashion	740-369-5475	07/03/2009	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : lscainstrumentsales@agilent.com For additional instructions, see last page			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
H8974A Agilent 7500 ICP-MS System Training. A 4-day comprehensive introduction to the 7500 ICP-MS hardware and software including routine operation, applications, and maintenance.	1.000 EA	2,722.00 USD		2,722.00
		Item Total		2,722.00
NON AGILENT PROD Quantcor Inc. Equipment Quantcor Workstation	1.000 EA	1,800.00 USD		1,800.00
		Item Total		1,800.00
Please note that above product Quantcor Inc. Equipment is not manufactured by Agilent Technologies which hereby disclaims any liability for the performance, quality, reliability or delivery of the items. The standard warranty, INCLUDING INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT, is to be supplied by manufacturer unless otherwise specified on the Agilent Technologies quotation.				



Agilent Technologies

Larry Duffield
 Office Lab Services
 State of West Virginia
 Bureau of Public Health
 OLS Environmental Chemistry
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 Charleston WV 25302-4841

TEL: 304 965 2694-... FAX: 304

Quotation

Quote No.	Create Date	Delivery Time	Page
841744	05/04/2009	4 Weeks	5 of 6
Contact	Phone no.	Valid to	
Mark Fashian	740-369-5475	07/03/2009	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : lscainstrumentsales@agilent.com For additional instructions, see last page			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
NON AGILENT PROD FullQuant Inc. Equipment Fileview Plus	1.000 EA	474.00 USD		474.00
		Item Total		474.00
<p>Please note that above product FullQuant Inc. Equipment is not manufactured by Agilent Technologies which hereby disclaims any liability for the performance, quality, reliability or delivery of the items. The standard warranty, INCLUDING INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT, is to be supplied by manufacturer unless otherwise specified on the Agilent Technologies quotation.</p>				
			Gross Amount	: \$ 169,355.00
			Total Discount	: \$ 49,307.70
			Total	: \$ 120,047.30



Quotation

Larry Duffield
 Office Lab Services
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 Bureau of Public Health
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 4710 Chimney Dr Ste G
 Charleston WV 25302-4841

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Quote No.	Create Date	Delivery Time	Page
841744	05/04/2009	4 Weeks	6 of 6
Contact	Phone no.	Valid to	
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To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : lscainstrumentsales@agilent.com For additional instructions, see last page			

TO PLACE AN ORDER, Agilent offers several options:

- 1) Visit <http://www.agilent.com/chem/supplies> to place online orders using a purchase order or credit card.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8am and 8 pm Eastern time in the U.S., Canada & Puerto Rico.
- 3) To place an order for Consumables, please fax the order to 302-633-8901.
To place an instrument and/or software order, please fax the order to 302-633-8953.
- 4) Or you can mail your order to:
 Agilent Technologies
 North American Customer Contact Center
 2850 Centerville Road BU3-2
 Wilmington, DE 19808-1610

To place an order, the following information is required:

- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to www.agilent.com/chem/exclusiveoffers

TO CHECK THE STATUS OF AN ORDER:

- 1) Visit www.agilent.com/chem/supplies to check the status of your order.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8 am and 8 pm Eastern time, in the U.S., Canada & Puerto Rico. You will need to know the purchase order or credit card number the order was placed on.

FINANCING AND LEASING - A wide range of options are available from Agilent's preferred financing partner, GE Capital Solutions. For more information or to discuss how monthly payments could suit your operational or budgetary requirements, contact your Agilent Account Manager.

TERMS AND CONDITIONS:

- Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
- All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than \$2000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
- Payment Terms: Net 30 days from invoice date, subject to credit approval.

* Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.

* Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.

The Delivery Time reflected is based on availability at the time of quotation and is only a guideline for delivery receipt. Order specific Delivery Time will be determined at order placement and is subject to current availability.

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.

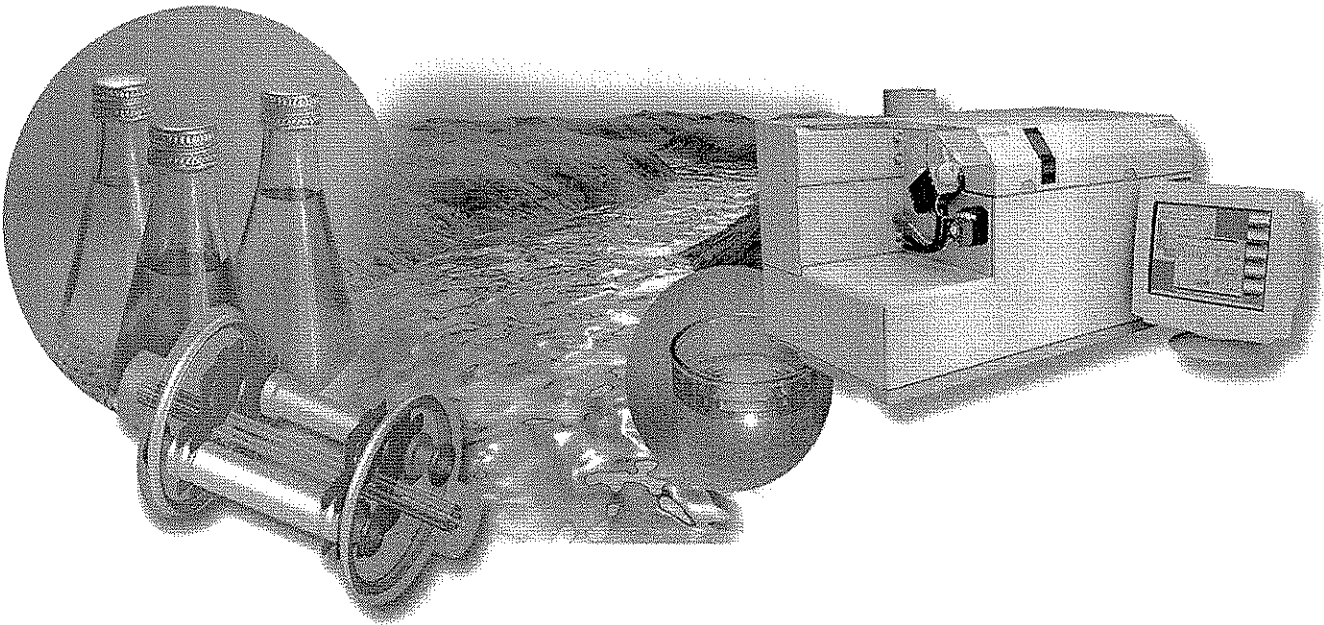
The sale of standard Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any LSCA Supplemental Terms or other applicable terms referenced herein. If any Products or Services are manufactured, configured or adapted to meet Customer's requirements, the sale of all Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale for Custom Products and any LSCA Supplemental Terms or other applicable terms referenced herein. A copy of Agilent's Terms of Sale, Agilent's Terms of Sale for Custom Products and the LSCA Supplemental Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will apply to those Products and Services. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Product and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.

Agilent 7500a ICP-MS Quotation Description

To Accompany the Technical Response to State of West Virginia
Request for Quotation Number LBS90127

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305-0130
(304) 558-0067

Attention: Roberta Wagner



This document describes in detail what is included with the mainframe and major accessories.

Agilent 7500a ICP-MS Quotation Description

G3271A Agilent 7500a ICP-MS Mainframe

Agilent Technologies is a leading worldwide supplier of ICP-MS systems. The Agilent 7500 Series ICP-MS instruments represent the state of the art in ICP-MS design and performance. The Agilent 7500a is a computer-controlled, inductively coupled plasma mass spectrometer used for the analysis of trace metals in a wide range of sample types.

This instrument has been designed and manufactured to the highest specifications and quality. Standard features of the G3271A mainframe include

:

- Precision fabricated, all stainless steel instrument chassis
- All solid state electronics in both plasma and quadrupole RF generators
- Unique digital drive 27MHz RF plasma generator for highest energy transfer
- Shield Torch interface for precise ion energy control
- Open architecture sample introduction area for ease of use
- Peltier cooled sample introduction system
- Precise stepper motor control of torch position (+/- 0.05mm in x, y and z axes)
- High-Solids Babington Nebulizer
- Ni sampling interface
- Mass flow control of 4 plasma/carrier gases
- Innovative off-axis ion lens system for superior matrix tolerance
- Quadrupole with unique hyperbolic rod profile and high frequency (3MHz) digital RF drive
- Unique electron multiplier with full 9 orders of magnitude linear range.


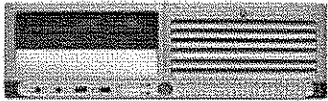
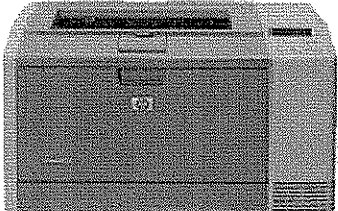
The G3271A mainframe price also includes

- Installation (2 days)
- Familiarization (1 day)
- 1 year full parts and labor warranty

Important Note Regarding Collision/Reaction Cell (CRC) Upgradeability

The 7500a is easily upgradeable on-site to the Octopole Reaction System (ORS). Compared to non-cell ICP-MS, the Agilent ORS removes polyatomic interferences, allowing better quantification in complex matrices, a wider elemental coverage, and freedom to use hydrochloric, sulfuric or phosphoric acids in sample preparation. ORS-based systems require no interference correction equations.

Agilent 7500a ICP-MS Quotation Description

G3150A	ICP-MS ChemStation	
PC:	HP Compaq Small Form Factor - DC7600	
Processor Type:	Intel® Pentium® 4 HT Processor Intel® 540 chipset with 800MHz Front Side Bus	
Processor Speed:	3.40N GHz (2MB L2 Cache)	
RAM:	512 MB ECC DDRAM (333 MHz)	
Hard Disk:	160GB Serial ATA 100 (7200rpm)	
External Drives:	1.44MB Floppy Drive (Modular) CD-RW/DVD Combo (Roxio CD Creator)	
LAN port:	Integrated Broadcom NetXtreme Gigabit Ethernet solution	
Graphics:	Integrated Intel® Graphics Media Accelerator 950	
Audio:	Integrated Intel audio w premium internal speaker	
I/O ports:	Rear: 6 USB 2.0, 1 standard serial and 1 optional serial, 1 parallel, 2 PS/2, 1RJ-45, 1 VGA, audio in/out; Front: 2 USB 2.0, headphone and microphone	
Accessories:	Keyboard and Optical Mouse	
Operating System:	Windows XP Professional SP2 (English) Intelligent Sequencing Software	
Monitor:	HP L1702 17" LCD	
Laser Printer:	HP LaserJet 2420d (250 sheets tray capacity)	

Software

The ChemStation software controls all instrument operations, including tuning, data acquisition, data analysis and reporting. The user-friendly graphical user interface operates under Windows XP and allows quick and easy operation of the instrument. The software provides the capability for qualitative, semiquantitative and quantitative analysis, as well as time-resolved, isotope ratio and isotope dilution analysis. A comprehensive array of autotune functions provides hands-free optimization of torch alignment, ion lenses, reaction gas flow rate, mass calibration, resolution, and detector calibration. The flexibility of the ChemStation software allows for customized interference correction, data processing, macro programming, easy connection to existing LIMS systems - and more. A range of optional software applications is available, including Intelligent Sequencing, and Data Access Control Pack. If selected, these will be listed on the quotation.

Note:

The PC LAN port is used for communication with the ICP-MS mainframe. For connection of the ChemStation to site networks via LAN, a switching hub is required.

Option 006 Intelligent Sequencing

Intelligent Sequencing (IS) is user-configurable QA/QC and sequence automation software for full regulatory compliance. IS meets US EPA and other requirements, and allows ChemStation to automatically make QA/QC decisions and execute appropriate actions during unattended operation. IS controls such system operations as automatic autodilution (when ISIS is configured), calibration and interference checking, recalibration, sample reruns, and customized QC reporting.

Agilent 7500a ICP-MS Quotation Description

5184-3565 ICP-MS Checkout Solutions for 7500a

System Install Kit contains: Tuning Solution, Dual Mode (1), Dual Mode (2), Wash and Water Blank Solutions.

5188-6524 7500 PA Tuning Solution

2 Bottles of 100ml.

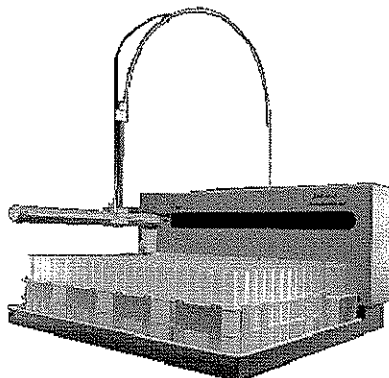
Agilent 7500a ICP-MS Quotation Description

G3286A Agilent ASX-500 Series Autosampler

Agilent ASX-500 series Autosampler includes vials, racks and inert sample probe with automatic flowing rinse supplied by integral pump, and is controlled via a graphical interface in the 7500 ChemStation software.

Dimensions:

Height:	25 cm (9.8") 61 cm (24") with probe
Width:	52 cm (20.5")
Depth:	44 cm (17.3")
Tray:	4-rack capacity
Racks:	90 x 7ml 60 x 14 ml 40 x 20 ml 24 x 30 ml 21 x 50 ml
Large volume:	5 x 250ml
Overflowing rinse:	1 port



The G3286A Autosampler price also includes:

- Installation (2 days)
- Familiarization (2days)
- 1 year full parts and labor warranty

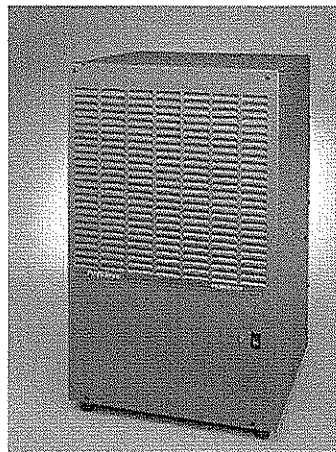
Agilent 7500a ICP-MS Quotation Description

G1879B Heat Exchanger

The heat exchanger supplies cooling water for the ICP-MS mainframe.

Polyscience Model 3370 Air Cooled Recirculator

Cooling Capacity @ 20°C	4000 Watts, 13,640 BTU
Fluid Flow Rate	1.5 gpm / 5.6 lpm
Reservoir Capacity	1.3 gallon / 4.8 liter
Pump Inlet and Outlet	½ in. Int. NPT
Overall Dimensions (l x w x h)	15x 15 x 25 in. (38 x 38 x 63.5 cm)
Shipping Weight	76 lbs. / 31.8 kg



Note – the G1879A Heat Exchanger can only be used where the temperature around the unit does not exceed 30deg.C/78deg.F. Otherwise, the NSLCF100 (NSLCF100E in Europe) chiller is recommended.

The G1879B Autosampler price also includes:

- Installation (2 days)
- Familiarization (2days)
- 1 year full parts and labor warranty

H8974A 7500 ICP-MS Classroom Training Course

The Training Course is a 4-day course designed for new users of the Agilent 7500 Inductively Coupled Plasma Mass Spectrometer (ICP-MS) to facilitate understanding of the aspects of routine operation, applications, and maintenance.

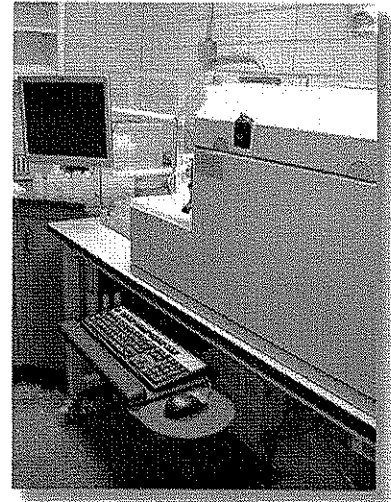
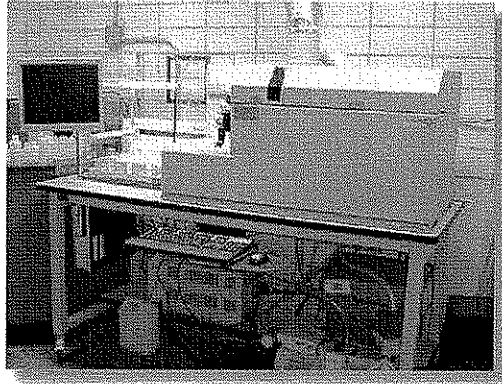
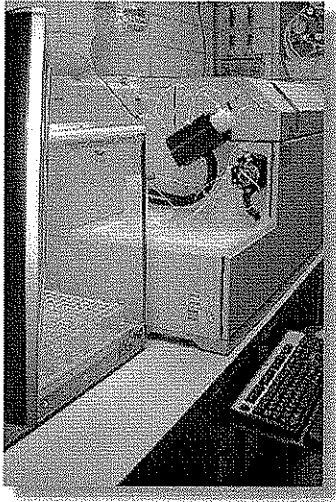
Described below is a summary of the typical classroom training course:

- Elemental Analysis
- Introduction to ICP-MS
- Interferences of ICP-MS
- Introduction to ORS (Octopole Reaction System) theory
- Tuning the 7500
- Operating the 7500 ORS in Normal, H2 and He modes
- Hardware Maintenance
- Internal Standardization in ICP-MS
- Semi-Quantitative Analysis
- Quantitative Analysis
- Simple Sequencing
- Method of Standard Addition
- Off-Line Data Analysis & Sequence Reprocessing
- Custom Reports & Databases

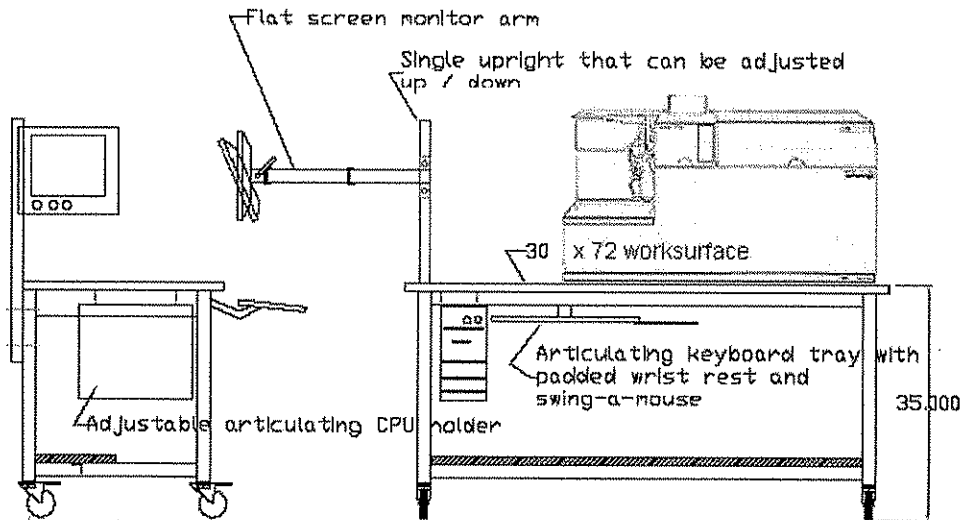
Agilent 7500a ICP-MS Quotation Description

Phoenix Workstation

The Phoenix Workstation was designed specifically for the Agilent 7500 Series ICP-MS, and requires less space than floor model instruments. Unlike floor model instruments which require additional floor space for the chiller, the instrument and the computer cart, the Phoenix Workstation houses the entire instrument, including the ICP-MS mainframe, PC, printer, keyboard, mouse, monitor, heat exchanger, vacuum pump and autosampler – all in a 2½' X 6' area.



Below please see a schematic of the Phoenix Workstation:



Heavy duty casters that lock in swivel and roll
- Fully welded and assembled

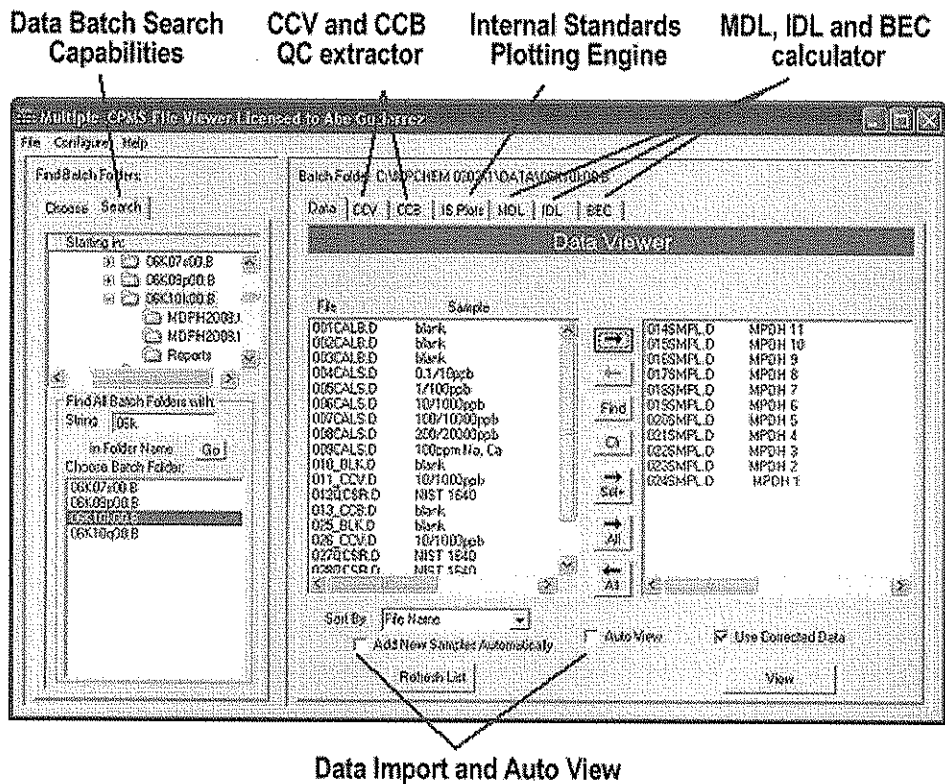
Agilent 7500a ICP-MS Quotation Description

Fileview Plus – Exporting Software

New Fileview Plus for the Agilent 7500 Series ChemStation includes all the features found on the original Fileview plug-in, with many additions that users have been asking for.

Features like printing capabilities, automated grid update, replicate information, internal standards plotting engine and IDL calculator are only a few of the great new tools designed to increase your laboratory productivity.

Some of the new features include:



Agilent 7500a ICP-MS Quotation Description

7500a Performance Specifications

Performance Specifications (Normal mode)

Sensitivity*

Li (7)	8 Mcps/ppm
Y (89)	20 Mcps/ppm
Tl (205)	12 Mcps/ppm

Background (5 amu)* 5 cps**

Oxide (CeO⁺)* 1.0 %

Doubly Charged (Ce²⁺)* 3.0 %

Abundance Sensitivity

Low Mass	1 x 10 ⁻⁶
High Mass	5 x 10 ⁻⁷

Detection Limit (3 sigma, 3 sec. integration)

Be (9)	2 ppt
In (115)	1 ppt
Bi (209)	1 ppt

Short Term Stability (RSD)* 3% (20 min)

Long Term Stability (RSD) 4% (2 hrs)

Performance Specifications (High Sensitivity mode)

Sensitivity

Y (89) 200 Mcps/ppm

* - items will be tested on-site during installation.

** - background as measured as mean counts, not standard deviation

Instrument Specifications:

Inductively-Coupled Plasma – Mass Spectrometer (ICP-MS) instrument to analyze metals in drinking water to fulfill requirements of USEPA regulations for compliance monitoring of public drinking water systems and of private wells. ICP-MS is a class of technology offered by several vendors listed below. This instrument is to be purchased for use by the Office of Laboratory Services / Environmental Chemistry Laboratory at the Big Chimney facility in support of West Virginia's Drinking Water Program.

Agilent Technologies is a leading worldwide supplier of Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) systems. The Agilent 7500a ICP-MS system incorporates the industry's most advanced electronics and highest level of system automation. All of Agilent's 7500 Series ICP-MS systems represent the state-of-the-art in design and performance. Agilent Technology's proposal includes all of the components necessary to meet or exceed the RFQ specifications.

The Agilent 7500a is a computer-controlled inductively coupled plasma-mass spectrometer used for the analysis of trace metals in a wide range of sample types, including the analysis of drinking water per US EPA Method 200.8.

Listed below are the standard features of the 7500a mainframe:

- Precision fabricated, all stainless steel instrument chassis;
- All solid state electronics in both plasma and quadrupole RF generators;
- Unique digital drive 27MHz RF plasma generator for highest energy transfer;
- Shield Torch interface for precise ion energy control;
- Open architecture sample introduction area for ease of use;
- Peltier cooled sample introduction system;
- Precise stepper motor control of torch position (+/- 0.05mm in three axes);
- Mass flow control of 4 plasma/carrier gases;
- Innovative off-axis ion lens system for superior matrix tolerance;
- Quadrupole with unique hyperbolic rod profile and high frequency (3MHz) digital RF drive;
- Unique electron multiplier with full 9 orders of magnitude linear range;
- Installation (2 days);
- Familiarization (2 days);
- 1 year full parts and labor warranty;

The key features that have made the 7500 Series the best selling ICP-MS systems in North America (and the rest of the world) are described on the following pages.

Components of the Agilent 7500 ICP-MS system include the ICP-MS mainframe, ChemStation software (includes PC w/ monitor and printer), checkout and tuning solutions, autosampler, and

heat exchanger. Installation and familiarization, as well as two days of onsite consulting are also included with Agilent's proposal.

Technology must be compatible with and fulfill the requirements of US EPA method 200.8, including pneumatic nebulization sample introduction, and a quadrupole mass spectrometer.

Agilent Technology's proposal meets or exceeds the RFQ specifications. The Agilent 7500a is a quadrupole-based ICP-MS system which includes a sample introduction system capable of handling samples of various types.

The sample is introduced into the Inductively Coupled Plasma (ICP) as an aerosol, produced by passing the liquid sample through a simple pneumatic nebulizer. Larger aerosol droplets are removed from the gas stream by a spray chamber, and the remaining smaller droplets are swept into the central channel of the argon plasma

The Agilent 7500a also features a high frequency 3MHz quadrupole with unique true hyperbolic cross section rods for superior abundance sensitivity and peak separation.

The Agilent ChemStation software package includes Intelligent Sequencing capability, and is delivered with a set of preconfigured templates that allow users to meet US EPA 200.8, 6020 and other internationally regulated requirements. It can be easily tailored to meet laboratory specific QA/QC requirements, allowing users to produce their own protocols by adding customized quality control samples and criteria.

Note about US EPA Method 200.8 and Use of Collision/Reaction Cell (CRC) Technology for Compliance Monitoring

US EPA Method 200.8 does not currently permit the use of collision/reaction cells (CRCs) for compliance monitoring of drinking water. However, in response to growing public demand, and to advancements in instrument technology, EPA has sent interference check samples to all ICP-MS vendors as part of a round robin testing program to evaluate an updated version of Method 200.8 which will allow for the use CRCs.

The 7500a ICP-MS system is easily upgradeable on-site to the Octopole Reaction System (ORS). Agilent's proprietary ORS allows for interference-free multi-element analysis without the need for interference correction equations.

ICP-MS must be equipped with a system software controlled autosampler capable of random access.

Agilent Technology's proposal meets or exceeds the RFQ specifications. The ASX-520 Random Access Intelligent Autosampler included with Agilent's proposal provides a fully automated sample introduction system ideal for medium to high-volume sample applications. The ASX-520 features a metal-free liquid flow path, corrosion-resistant coating on all metal parts, and can withstand the harshest chemical environments while maintaining unsurpassed accuracy.

Must be fully automated for analysis (excluding digestion) with necessary software provided for system controller that is compatible with Windows XP, with assurance that data can be exported to Laboratory Information Management System (LIMS).

The ChemStation software controls all instrument operations from setup and optimization to final reporting. The modern graphical user interface operating under Windows XP allows quick and intuitive operation. Context-sensitive help is always just a click away.

The Agilent 7500 Series provides full system control to ensure that optimum and consistent operating conditions are maintained. Sophisticated autotuning ensures consistent operation independent of operator expertise.

ChemStation also allows complete flexibility for post-run data reprocessing, including the ability to change internal standards, curve fits, and even report formats. Virtual Internal Standardization allows the user to create a mass-interpolated internal standard. Flexible, open architecture and a powerful macro language allow connectivity to LIMS systems.

Must include a re-circulating water chiller or equivalent device for cooling system components of ICP-MS instrument.

Agilent Technology's proposal meets or exceeds the RFQ specifications. The Polyscience Model 3370 Heat Exchanger included with Agilent's proposal is a liquid-to-air recirculator that economically removes heat from the ICP-MS mainframe. The Model 3370 features a positive displacement pump which circulates fluid to the ICP-MS mainframe, back into a reservoir, and through a fan-cooled radiator that removes the heat. A built-in low liquid level indicator safeguards the reservoir and pumping system. The pump is further protected from damaging scale particles by a reusable in-line filter. For durability, wetted components are made of PVC, polyethylene, copper, and brass.

The Model 3370 offers a significant reduction in ambient noise levels, as well as a cost savings over chiller/re-circulators with mechanical refrigeration. The compact design of the Model 3370 also conserves space, and allows it to integrate into the footprint of the Phoenix Workstation.

Instrument must be a floor-mounted model with wheels to conserve available bench space and to facilitate mobility and serviceability.

Agilent Technology's proposal meets or exceeds the RFQ specifications. The Agilent 7500 ICP-MS system features a benchtop mainframe with an externally mounted rotary vacuum pump. This design offers more flexibility in system positioning than floor models, which generally require floor space for the mainframe, chiller, and the computer cart. Agilent's proposal also includes the Phoenix Workstation, designed specifically for the 7500, which houses the entire 7500 ICP-MS system (mainframe, PC, printer, keyboard, mouse, monitor, heat exchanger, vacuum pump and autosampler) – all on a moveable chassis within a footprint of 30-inch (2½ feet) x 72-inch (6 feet).

Instrument must come equipped with a PC controlled, variable temperature, cooled spray chamber to enhance stability and reduce oxide ion interferences; or equivalent technology.

Agilent Technology's proposal meets or exceeds the RFQ specifications. The Agilent 7500 Series is fitted with a Scott-type double pass spray chamber manufactured from high-purity quartz. Spray chamber temperature is precisely maintained with a thermoelectric (Peltier) device mounted within the instrument chassis to prevent signal drift caused by large changes in room temperature. The cooled spray chamber design also helps to reduce solvent load into the plasma and minimize troublesome oxide interferences.

The 7500 Series cooled spray chamber allows for temperature settings below 0°C (e.g. -5°C) required for the analysis of volatile organic solvents. The spray chamber temperature is controlled and monitored via the software to allow remote adjustment via modem and for data audit purposes.

The vacuum system must be fully contained within the instrument to conserve floor space.

Agilent Technology's proposal meets or exceeds the RFQ specifications. The Agilent 7500 vacuum system consists of Single split flow turbo pump backed by a single rotary pump. The turbo pumps is mounted within the instrument chassis, and the rotary pump is housed within the moveable Phoenix workstation chassis with an overall footprint of 30-inch (2½ feet) x 72-inch (6 feet).

Installation/Training Requirements:

Vendor must install instrument equipment within 90 days of its delivery date at the Big Chimney Environmental Chemistry Laboratory facility location.

Agilent Technology's proposal meets or exceeds the RFQ specifications. Agilent can meet delivery lead time requirements from 3 weeks (21 days) up to 6 months. Agilent's proposal includes all aspects of delivery, installation, commissioning and performance testing, including user familiarization at the time of installation.

Vendor must provide on-site user training on all basic aspects of the equipment and software and must be included in the cost of the equipment package in the bid price. This On-site basic training must include all rudimentary aspects of instrument operation with respect to set up and running analytical methods via software operations, as well as routine maintenance, exclusive of theory and advanced operations techniques. This basic training must be provided by the vendor upon completion of installation and must last at least one day.

Agilent Technology's proposal meets or exceeds the RFQ specifications. Agilent's proposal includes all aspects of delivery, installation, commissioning and performance testing at the time of installation. One (1) day of basic familiarization with the instrument, its options, the data system, tuning, data acquisition, data reduction programs, and maintenance are provided as part of the installation.

The Vendor must provide an advanced and complete training course that will last at least 2 days. This course must include theory of ICP-MS, workshops demonstrating all aspects of proprietary software capabilities, and hands-on lab work.

Agilent Technology's proposal meets or exceeds the RFQ specifications. Agilent's proposal includes the 7500 ICP-MS Classroom Training Course (H8974A). The Training Course is a 4-day course designed for new users of the Agilent 7500 Inductively Coupled Plasma Mass Spectrometer (ICP-MS) to facilitate understanding of the aspects of routine operation, applications, and maintenance.

An outline of the course is as follows:

Elemental Analysis
Introduction to ICP-MS
Interferences of ICP-MS
Introduction to ORS (Octopole Reaction System) theory
Tuning the 7500
Operating the 7500 ORS in Normal, H₂ and He modes
Hardware Maintenance
Internal Standardization in ICP-MS
Semi-Quantitative Analysis
Quantitative Analysis
Simple Sequencing
Method of Standard Addition

Off-Line Data Analysis & Sequence Reprocessing
Custom Reports & Databases

Vendors must provide all manufacturers user manuals upon delivery.

Agilent Technology's proposal meets or exceeds the RFQ specifications. Comprehensive manuals and a maintenance video DVD are provided at installation. Agilent also offers training classes worldwide and onsite applications consulting for fast implementation. Our regular e-seminars on instrument operation are an easy and efficient way to keep up to date on the latest developments in ICP-MS.

Warranty Requirements:

Must include at least one year equipment warranty to include parts, labor and must be provided at no additional cost.

Agilent Technology's proposal meets or exceeds the RFQ specifications. The initial one year warranty includes telephone hardware support and unlimited on-site repair visits to include parts, travel and labor. Free phone and email applications support continues for the life of the instrument.

Software support must be included as part of one-year warranty. Vendor must agree to provide software support for any subsequent service agreements that may follow the original one-year standard warranty.

Agilent Technology's proposal meets or exceeds the RFQ specifications. The initial one year warranty includes telephone software support and unlimited on-site repair visits to include parts, travel and labor. Free phone and email applications support continues for the life of the instrument.

Warranty must include on-site service including labor, travel time, and expenses with a 24-hour on-site response time at no extra cost.

Agilent's proposal includes free applications phone and email support for the life of the instrument with the best and largest applications team in the industry. Agilent applications team is available 12 hours a day (from 8:00am to 8:00pm EST). The following Applications Specialists are available for Demos, Samples and Phone Support:

Chris Scanlon Livonia, MI (16 years experience)

Amir Liba Wilmington, DE (8 years experience on R&D and speciation)

Craig Jones Santa Clara, CA (10 years experience)

The following Onsite Consultants are available for onsite training, courses and phone support:

Tom Rettberg Manchester NH (>20 years experience in just about every application);

Phil Schmidt St. Louis MO (>15 years experience on environmental and semiconductor);
Thong Ta Denver Co (13 years experience on environmental and semiconductor);
Marshall Pattee Portland OR (10 years experience in environmental analysis).

Agilent has close to 50 service engineers in North America who are factory trained on ICP-MS; the nearest would dispatch from Dayton, OH. The standard Agilent response time is 4 hours call back and 48 hours on-site by a factory-trained ICP-MS Service Engineer. The initial one year warranty includes telephone hardware and software support and unlimited on-site repair visits to include parts, travel and labor.

Agilent is very proud of its instrument quality and its employees' workmanship. The best way to demonstrate the reliability of an instrument is by examining service contract pricing. Companies carefully study historical failure data in order to determine profitable rates. Agilent's service contract prices are significantly lower than those of our closest competitor. Each additional service contract year for the ICP-MS mainframe costs approximately \$8,500 US (excluding consumables and detector). The reliable hardware design and low failure rate of the 7500 allows Agilent to keep our customers well-served at a reasonable price.

Also, Agilent is committed to maintaining a well-informed user base with new application developments and hardware innovations, and has the following tools available to keep our installed base informed on new developments and upgrades. To compare the depth and expertise of our applications support, please read the most recent issue or our quarterly ICP-MS Journal newsletter, available for download on the Agilent website. Agilent is the only manufacturer to produce a regular newsletter and you will find the content demonstrates Agilent's depth of expertise in ICP-MS applications.

Our website, www.agilentcpms.com, includes more application publications than all other competitors combined. You might also like to compare each companies ICP-MS website to get a feel for the superior support you would get from Agilent.

Agilent ICP-MS users can also join our ICP-MS User Forum where they can share knowledge and help colleagues with applications, troubleshooting, and more. Agilent also has User Group Meetings at every PittCon and Winter Plasma Conference.

Vendor must include all warranty information upon delivery.

Agilent Technology's proposal meets or exceeds the RFQ specifications. The Agilent 7500 Series ICP-MS Site Preparation Manual is provided at order receipt or by request. This document is a comprehensive manual to help with facility preparations for the arrival of an Agilent 7500 Series Inductively Coupled Plasma Mass Spectrometer (ICP-MS). The specifications in this manual ensure consistent, reliable and safe installation of the 7500 ICP-MS

system, and sites which meet the specifications therein will meet the requirements for warranty support and a Customer Support Services Agreement (CSSA). Pages 1-6 and 1-7 of the Site Preparation Manual detail general warranty and claims information.

Warranty to begin upon completion of installation and on-site training.

Agilent Technology's proposal meets or exceeds the RFQ specifications. Agilent Technologies Analytical products that are installed by Agilent Technologies are warranted from the installation date, if installed within the appropriate time frame. If the buyer schedules or delays installation more than 30 days after shipment, then the warranty period starts on the 31st day from date of shipment.

Shipping and Delivery Requirements:

ICP-MS and its components to be "inside delivery" by freight delivery company.

Agilent Technology's proposal meets or exceeds the RFQ specifications. Agilent's proposal includes delivery, but it is the Receiver's responsibility to provide for removal of the containers from the delivery truck and their storage until installation. The shipping containers are heavy (up to 230kg/508lbs), and require a loading dock and a fork lift or similar lifting device. Prior arrangements with your Agilent Technologies representative can be made to schedule delivery in a lifting-gate truck. This removes the need for a loading dock, but a lifting device is still required to move the containers

Shipping terms to be F.O.B. Destination, Prepaid unless vendor states differently when submitting quotation. If shipping costs are incurred, they must be included as a separate line item and a part of the total cost of the equipment.

Agilent Technology's proposal meets or exceeds the RFQ specifications. Agilent's proposal includes all aspects of delivery (FOB Destination), installation, commissioning and performance testing, including user familiarization at the time of installation.

Payment will be made in arrears.

Agilent Technology's proposal meets or exceeds the RFQ specifications. Agilent's standard payment terms are Net 30 days from invoice date, subject to credit approval.