

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



VARIAN

June 18, 2009

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

Attention: Ms. Roberta Wagner

Reference: RFQ No. LBS90133



RECEIVED

2009 JUN 18 A 10: 26

PURCHASING DIVISION
STATE OF WV

Dear Ms. Wagner,

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, we are willing to further negotiate to reach mutually acceptable terms.

Varian appreciates the opportunity to support your requirements. If further information is required please contact Varian Account Manager, Eric Pavlich at 925.926.3000 or eric.pavlich@varianinc.com. If you have any questions of a contractual nature please contact the undersigned at 925.280.6859 or lisa.hartley@varianinc.com.

Sincerely,

Lisa Hartley
Sr. Contract Administrator

**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



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
LBS90133

PAGE
1

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

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

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

DATE PRINTED 05/19/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/18/2009 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		490-55		
<p>GAS CHROMATOGRAPH/MASS SPECTROMETER (GC-MS) <i>pricing.</i></p> <p>PLEASE SEE QUOTATION #36036000731 FOR BREAKDOWN OF VARIAN PART NUMBERS AND</p> <p>TO ANALYZE FOR TRIHALOMETHANES (THMS) AND VOLATILE ORGANIC CHEMICALS (VOCs) PER THE ATTACHED SPECS.</p>						
0002	1	EA		490-55		
<p>GAS CHROMATOGRAPH/ELECTRON CAPTURE DETECTOR (GC-ECD)</p> <p>TO ANALYZE FOR HALOACETIC ACIDS (HAAS) IN DRINKING WATER PER THE ATTACHED SPECS.</p>						
0003	1	EA		490-55		
<p>ON-SITE BASIC USER TRAINING FOR GC-MS SPECTROMETER</p> <p>(1 DAY AT INSTALLATION OF EQUIPMENT.)</p>						
0004	3	EA		490-55		
<p>ON SITE BASIC USER TRAINING FOR GC-ECD DETECTOR</p> <p>(3 DAYS AT INSTALLATION OF EQUIPMENT.)</p>						

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

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/19/2009				

BID OPENING DATE: 06/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	4	EA		490-55		
<p>ADVANCED TRAINING COURSE FOR THE GC-MS SPECTROMETER (4 DAYS)</p> <p>THE AWARD WILL BE MADE TO THE VENDOR WITH THE LOWEST OVERALL TOTAL COST OF THE EQUIPMENT WHICH MEETS ALL REQUESTED SPECIFICATIONS AND REQUIREMENTS. PAYMENT WILL BE MADE IN ARREARS.</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/2/2009. 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 DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 WALNUT CREEK CA 94598

SHIP TO

HEALTH AND HUMAN RESOURCES
 ENVIRONMENTAL CHEMISTRY LAB
 4710 CHIMNEY DRIVE
 CHARLESTON, WV
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/19/2009				

BID OPENING DATE: 06/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV						
THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
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ROBERTA WAGNER
304-558-0067

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

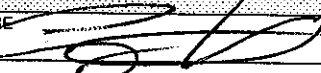
SHIP TO
HEALTH AND HUMAN RESOURCES
ENVIRONMENTAL CHEMISTRY LAB
4710 CHIMNEY DRIVE
CHARLESTON, WV
25302 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/19/2009				

BID OPENING DATE: **06/18/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID</p> <p>BUYER:-----RW/FILE 22----- RFQ. NO.:-----LBS90133----- BID OPENING DATE:-----6/18/2009----- BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): -----</p> <p>***** THIS IS THE END OF RFQ LBS90133 ***** TOTAL: 169,899.⁰⁰</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE **925.945.2106** DATE **6/14/09**
 TITLE **CONTRACTS MANAGER** FEIN **17-0501995** ADDRESS CHANGES TO BE NOTED ABOVE

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

Gas Chromatograph – Mass Spectrometer

SPECIFICATIONS AND REQUIREMENTS:

1. The Environmental Chemistry Laboratory section of the Office of Laboratory Services is requesting to purchase a Gas Chromatograph – Mass Spectrometer (GC-MS) instrument to analyze for Trihalomethanes (THMs) and Volatile Organic Chemicals (VOCs) in drinking water to fulfill requirements of United States Environmental Protection Agency (EPA) regulations for compliance monitoring of public water systems. Compliance monitoring testing is a requirement of a state's Principal State Laboratory mandated under federal code at 40 CFR 142.10(b)(4) for the state to maintain Primacy over its Drinking Water Program. The instrument will also serve the purpose of protecting public health by providing testing capabilities to private well owners. This instrument is to be installed for use by the Environmental Chemistry Laboratory located at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
2. The technology of this GC-MS instrument must be compatible with and fulfill the requirements of United States Environmental Protection Agency (EPA) method 524.2 (1995, Revision 4.1) for THMs and VOCs, and the resolution and sensitivity capability must be able to meet or exceed the limits of detection and minimum reporting levels required for these regulated compounds as stipulated under the federal Safe Drinking Water Act, and the Stage 2 Disinfection Byproduct Rule.
3. The GC-MS Instrument must be fully automated for analysis with a system controller that is loaded with the necessary software which is compatible with Windows XP. System controller software must be able to export data to the existing Laboratory Information Management System (LIMS).
4. The GC-MS Instrument system controller software must be able to fulfill all of the analytical and quality control requirements stated in the EPA Method 524.2 (Rev. 4.1) as well as the pertinent requirements listed in Chapter IV of the EPA "Manual for the Certification of Laboratories Analyzing Drinking Water, Fifth edition, January 2005", for the analysis of THMs and VOCs in drinking water.
5. GC-MS Instrument must be fully compatible with a system software controlled autosampler that is integral with a Purge and Trap concentrator sampling system manufactured by OI Analytical. The autosampler is Model 4551-A. The Purge and Trap is the Eclipse Model 4660. The OI Analytical autosampler and purge and trap have already been purchased separately.
6. The GC-MS Instrument must come with a temperature-programmable split/splitless capillary column injector compatible with a Purge and Trap sampling interface.
7. The GC-MS Instrument must come with a column for method 524.2 volatiles analysis.
8. The GC-MS Instrument must come equipped with a quadrupole mass spectrometer.
9. The GC-MS Instrument must come equipped with a pre-quad filter, or fully equivalent technology, to protect the quadrupole from contamination.

10. The GC-MS Instrument must be capable of mass scan rates of at least 12,500 amu/sec and 65 scans/sec.
11. The GC-MS Instrument must be capable of detecting a wide mass range of at least 1.5-1050 u (Daltons).
12. The GC-MS Instrument must come equipped with a 179 L/sec turbomolecular pump or better.
13. The GC-MS Instrument must be capable of being attached to a nitrogen purge gas stream to prohibit oxygen from entering the system during venting, or provide equivalent technology, to minimize contamination in case of a power outage.
14. The GC-MS Instrument oven must be capable of a rapid cool-down rate, from 450°C to 50°C, in less than 2 minutes to facilitate fast analytical cycles.
15. The GC-MS Instrument must come equipped with a programmable pneumatic control system that controls and monitors all injector, detector, and auxiliary gases electronically, or fully equivalent technology.
16. The GC-MS Instrument system must operate on 110-120 V AC.

Installation Requirements:

1. Vendor must install the GC-MS Instrument system in the Environmental Chemistry Laboratory in the Elk Office Center building at 4710 Chimney Drive, Suite G, Charleston, WV 25302 .
2. Vendor must provide to the Environmental Chemistry Laboratory (ECL) Program Manager all relevant information concerning the installation in a documented form at least 2 weeks prior to the scheduled installation.
3. At the time of the GC-MS Instrument installation, Vendor must provide to the ECL Program Manager: All relevant system manuals for hardware components; system and application software documentation; a parts, supplies, accessories catalog.
4. Vendor must include all necessary cables and fittings and other costs for installation in the submitted bid price.
5. Installation and on-site training must be completed within 90 days of delivery date.

Training Requirements:

1. Vendor must provide, upon completion of installation, basic on-site training for Environmental Chemistry Laboratory personnel on the operation and user maintenance requirements of the GC-MS Instrument system.
2. On-site training provided by Vendor must last for at least 1 day, following GC-MS Instrument system installation.
3. All costs incurred by the Vendor including travel, lodging, and living expenses necessary to provide this basic training shall be included in the bid price.
4. Vendor must also provide an advanced and complete training course that includes the theory of GC-MS, workshops demonstrating all aspects of the proprietary software

capabilities, and hands-on lab work. This course must last at least 4 days. Vendor must include the cost of this course in the bid price.

Warranty Requirements:

1. Vendor must include in the total price of the equipment at least 1-year factory warranty covering all system components.
2. 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 to maintain the specifications listed in this bid and the Vendor's product specifications.
4. Vendor must include all warranty information including terms and conditions upon delivery.
5. Warranty must begin upon completion of installation.
6. Service provided under warranty must be provided directly by an employee of the Vendor's company exclusive of contracted third parties.
7. Vendor must agree to offer the first one year extended service warranty after the initial 1 year warranty expires at a cost indicated on the bid response page.
8. For a period of ten years commencing with the end of the one year warranty period following installation, the Vendor must make available a one-year service period for preventive maintenance and emergency service on both system hardware and software on a reoccurring annual basis.

Delivery Requirements:

1. The GC-MS Instrument and its components must be shipped for "inside delivery" by freight delivery company.
2. The GC-MS Instrument and its components must be shipped "F.O.B. Destination" unless otherwise stated in quote by Vendor. Any shipping and handling requirements must be stated in Vendor's quote.
3. Delivery must be within 90 days after receipt of order.

Conformance Requirements:

1. The GC-MS Instrument system shall be operated for a period of 30 days following installation and must be found to conform to the herein listed specifications.
2. Vendor must agree to accept the return of the GC-MS Instrument system should the GC-MS Instrument system fail to conform to any required specification within this 30 day period.

3. Should the GC-MS Instrument system be returned to the Vendor, the Vendor must agree to provide a full refund of the bid price of the GC-MS Instrument system to the State of West Virginia.

Gas Chromatograph – Electron Capture Detector

SPECIFICATIONS AND REQUIREMENTS:

1. The Environmental Chemistry Laboratory section of the Office of Laboratory Services is requesting for purchase a Gas Chromatograph – Electron Capture Detector (GC-ECD) instrument to analyze for Haloacetic Acids (HAA5) in drinking water to fulfill requirements of United States Environmental Protection Agency (EPA) regulations for compliance monitoring of public water systems. Compliance monitoring testing is a requirement of a state's Principal State Laboratory mandated under federal code at 40 CFR 142.10(b)(4) for the state to maintain Primacy over its Drinking Water Program. The instrument will also serve the purpose of protecting public health by providing testing capabilities to private well owners. This instrument is to be installed for use by the Environmental Chemistry Laboratory at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
2. The technology of this GC-ECD instrument must be compatible with and fulfill the requirements of United States Environmental Protection Agency (EPA) method 552.3 (2003, Revision 1.0) for Haloacetic Acids (HAA5) and the resolution and sensitivity capability must be able to meet or exceed the limits of detection and minimum reporting levels required for these regulated compounds as stipulated under the federal Safe Drinking Water Act, and the Stage 2 Disinfection Byproduct Rule.
3. The GC-ECD Instrument must be fully automated for analysis with a system controller that is loaded with the necessary software which is compatible with Windows XP. System controller software must be able to export data to the existing Laboratory Information Management System (LIMS).
4. The GC-ECD Instrument system controller software must be able to fulfill all of the analytical and quality control requirements stated in the EPA Method 552.3 (Rev. 1.0) as well as the pertinent requirements listed in Chapter IV of the EPA "Manual for the Certification of Laboratories Analyzing Drinking Water, Fifth edition, January 2005", for the analysis of HAA5 in drinking water.
5. Instrument must be equipped with a system software controlled autosampler.
6. The GC-ECD Instrument must come with a temperature-programmable split / splitless capillary column injector.
7. The GC-ECD Instrument must come equipped with a Primary GC Column for method 552.3 volatiles analysis. This is a DB-1701, 30-meter length, 0.25-mm i.d., 0.25- μ m film, fused silica capillary with chemically bonded (14% cyanopropylphenyl-methylpolysiloxane), or equivalent bonded, fused silica column.

8. The GC-ECD Instrument must come equipped with a Secondary Confirmation GC Column. This is a DB-5.625, 30-meter length, 0.25-mm i.d., 0.25- μ m film, fused silica capillary with chemically bonded ("equivalent to" 5% phenylmethylpolysiloxane), or equivalent bonded, fused silica column.
9. The GC-ECD Instrument must come equipped with a low volume, micro, Electron Capture Detector for each of the Primary and Secondary Confirmation columns.
10. The GC-ECD Instrument oven must be capable of a rapid cool-down rate from 450 °C to 50 °C in less than 2 minutes to facilitate fast analytical cycle times.
11. The GC-ECD Instrument must come equipped with a programmable pneumatic control system, or fully equivalent technology, that controls and monitors all injector, detector, and auxiliary gases electronically.
12. The GC-ECD Instrument system must operate on 110-120 V AC.

Installation Requirements:

1. Vendor must install the GC-ECD Instrument system in the Environmental Chemistry Laboratory in the Elk Office Center building at 4710 Chimney Drive, Suite G, Charleston, WV 25302 .
2. Vendor must provide to the Environmental Chemistry Laboratory (ECL) Program Manager all relevant information concerning the installation in a documented form at least 2 weeks prior to the scheduled installation.
3. At the time of the GC-ECD Instrument installation, Vendor must provide to the ECL Program Manager: All relevant system manuals for hardware components; system and application software documentation; a parts, supplies, accessories catalog.
4. Vendor must include all necessary cables and fittings and other costs for installation in the submitted bid price.
5. Installation and on-site training must be completed within 90 days of delivery date.

Training Requirements:

1. Vendor must provide on-site training for Environmental Chemistry Laboratory personnel on the operation and user maintenance requirements of the GC-ECD, following completion of installation.
2. Vendor must provide on-site training relevant to the acceptable performance of the EPA method 552.3.
3. On-site training provided by Vendor must be for a minimum of 3 days following Instrument system installation.
4. All costs incurred by the Vendor including travel, lodging, and living expenses necessary to provide this training shall be included in the bid price.

Warranty Requirements:

1. Vendor must include in the total price of the equipment at least 1-year factory warranty covering all system components.

2. 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 to maintain the specifications listed in this bid and the Vendor's product specifications.
4. Vendor must include all warranty information including terms and conditions upon delivery.
5. Warranty to begin upon completion of installation.
6. Service provided under warranty must be provided directly by an employee of the Vendor's company exclusive of contracted third parties.
7. Vendor must agree to offer the first one year extended service warranty after the initial 1 year warranty expires at a cost indicated on the bid response page.
8. For a period of ten years commencing with the end of the one year warranty period following installation, the Vendor must make available a one-year service period for preventive maintenance and emergency service on both system hardware and software on a reoccurring annual basis.

Delivery Requirements:

1. The GC-ECD Instrument and its components must be shipped for "inside delivery" by freight delivery company.
2. The GC-ECD Instrument and its components are to be shipped "F.O.B. Destination" unless otherwise stated in quote by Vendor. Any shipping and handling requirements must be stated in Vendor's quote.
3. Delivery must be within 90 days after receipt of order.

Conformance Requirements:

1. The GC-ECD system must be operated for a period of 30 days following installation and must be found to conform to the herein listed specifications.
2. Vendor must agree to accept the return of the GC-ECD system should the GC-ECD system fail to conform to any required specification within this 30 day period.
3. Should the GC-ECD system be returned to the Vendor, the Vendor must agree to provide a full refund of the bid price of the GC-ECD system to the State of West Virginia.

RFQ COST SHEET

Bidders shall provide a cost for the following:

Gas Chromatograph – Mass Spectrometer (GC-MS) \$ _____

On-site Basic User Training (1 day at installation of equipment) \$ _____


Advanced Training Course (4 days) \$ _____

Gas Chromatograph – Electron Capture Detector (GC-ECD) \$ _____

On-site Basic User Training (3 days at installation of equipment) \$ _____

Total Cost \$ _____

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


Vendor Signature

6/14/09
Date

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: VARIAN, INC.

X Signed: 

Title: CONTRACTS MANAGER

Date: 6/16/09

* EXCEPT AS OTHERWISE NOTED IN VARIAN'S LETTER DATED JUNE 16, 2009

ATTACHMENT
P.O.# LBS90133

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

Agreed

Signature

Date

Title

Company Name

Signature

Date

Title

Agency/Division

SEE LETTER DATED 6/16/09

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.

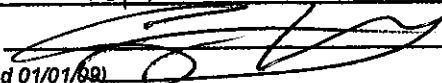
LICENSING:

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: 6.16.09

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. N/A 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: VARIAN, INC.

Signed: [Signature]

Date: 6.16.09

Title: CONTRACTS MANAGER

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



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
LBS90133

PAGE
1

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/05/2009				

BID OPENING DATE: 06/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ARE ATTACHED. 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. EXHIBIT 10 REQUISITION NO.: LBS90133 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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
LBS90133

PAGE
2

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

SHIP TO

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/05/2009				

BID OPENING DATE: 06/18/2009 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>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA PURCHASE CONTINUATION SHEET

Page <u>2</u> of <u>2</u> Pages		Requisition / P.O. No.: LBS90133
File:	Acct. No.: 5201-2009-3045-099-072-15384	
Spending Unit: DHHR/OLS		

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>VENDOR QUESTION #1:</p> <p>I am trying to work on the quote for the training portion and I have a question.</p> <p>Line 0005 pages 1 & 22</p> <p>Advanced training course for the GCMS (4 days)</p> <p>How many students would participate for this class?</p> <p>RESPONSE:</p> <p>Only 1 person will attend this advanced training course.</p> <p>VENDOR QUESTION #2:</p> <p>I had a couple of questions on the bid package LBS90133. There are 2 instruments listed for the bid so does that mean that only 1 vendor will be picked for both instruments?</p> <p>RESPONSE:</p> <p>We are willing to accept a split award.</p> <p>VENDOR QUESTION #3:</p> <p>Also, I had previous conversations with the end user who referenced that they are eligible for GSA pricing. Can you confirm this?</p> <p>RESPONSE:</p> <p>No, we are not eligible for GSA Pricing. We are requesting competitive bids.</p>		



Quotation

36036000731

06/01/2009

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:
 Patrick Marchio
 WVDHHR EPA Laboratory
 Inorganics
 4710 Chimney Dr. Suite G
 Charleston, WV 25302
 (304) 965 - 2694 [2235] FAX: (304) 965 - 2694

Your Inquiry:	Varian Standard Terms & Conditions apply (see attached)
Payment Terms: NET 30 DAYS - 02	Quotation Expires: July 1, 2009
Shipping Method: BEST WAY - 09	Delivery Lead Time: 10 WEEKS ARO
FOB: FOB DESTINATION - 02	Unit Price Basis: USD

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

**Quadrupole GC-MS
 GC-ECD
 Additional Year of Warranty**

All Varian Instruments include installation and a one year warranty for parts, labor and travel.

To place order simply fax approved PO to Varian Order Correspondent, Sandy Grantz, at 925-945-2360 or 925-945-2344. Please reference this quote, 36036000731, when placing order. Please verify any faxed communication by calling Ms Grantz directly at 925-942-4845.

For questions, contact:

Eric M. Pavlich
 Varian, Inc.
 800 926 3000 x 5539
 Cell: 214-883-2260

Submitted by:

4E5


 Eric Pavlich

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

36036000731

06/01/2009

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WVDHHR EPA Laboratory, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
Section 1 Quadrupole GC/MS						

1.01	1	0393855001	300-MS SINGLE-QUAD GCMS 120V SYSTEM 300-MS Single Quadrupole GCMS, 115V	106,000.00	15.00%	90,100.00
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Includes: 450-GC Gas Chromatograph, 300-MS Single Quadrupole Mass Spectrometer, EI, positive & negative CI, high performance turbomolecular pumping system, DS-42 foreline pump, PC, workstation software, VF-5MS capillary column (30m x 0.25mm, 0.25um) and carrier gas filters. Installation and 1-year warranty included in the USA. NOT INCLUDED with system: monitor, printer, GC injector and GC installation kit. NOTE: The system can be upgraded to triple quadrupole configuration. The system CANNOT be upgraded with a LC interface for a LC/MS configuration.

MS Features: The 300-MS delivers the performance you'd expect from a Varian quadrupole product: an 800 m/z mass range, superior negative ion sensitivity, more flexible method development and increased robustness. The single quadrupole mass spectrometer includes Electron Ionization (EI), Positive and Negative Chemical Ionization (PCI and NCI) full Scan and SIM (Selective Ion Monitoring) modes of operation. The MS has a mass range of 10-800 m/z. The electron energy can be set at: 20eV, 70eV, or 150eV . Vacuum interlock for quick change of ion volumes is also included. High efficiency quadrupole mass filter (Q1) incorporates pre- and post-filters. 180 degree path of Q2 places multiplier in true off-axis position from the source - improves signal-to-noise and no cross-talk for accurate identification and quantitation for multiple compounds analysis. Electronic Pressure Control (EPC) for CI and CID gases. Multiplier employs +/- 5kV post acceleration voltage for optimal ion collection. Meets and maintains EPA BFB and DFTPP tune criteria. New extended dynamic range (EDR) of up to 10⁵ (compound dependent) in SIM or full scan - improves linearity and adjusts automatically the detector voltage for best S/N ratio. Fast (5 ms) dwell time gives more data points for better, more consistent peak integration, and more compounds analyzed during concurrent MRMs. Dual stage 310/400 L/sec (analyzer/source) turbo molecular pump provides differential pumping for the source and analyzer compartments, allowing carrier gas flow of up to 8 ml/min. Single DS-42 foreline pump.

450-GC Features: Multi-tasking operational system, Large 8.4" TFT full color display (640x480 pixels). Intuitive menu / icon based user interface with dynamic hyperlinks. Control by both touch screen and hard keys. Multiple methods (up to 50) with protected memory. Up to 3 injectors or valve ovens and up to 3 GC detectors can be installed and concurrently operated. Simultaneous control of up to 7 heated zones. (6 plus Column Oven). Large column oven (15.9L/968 cubic inches) with temperature range -99 to 450°C, and 25 temperature ramps per method. Rapid column oven cool-down; 450°C to 50°C in less than 4.5 minutes. Time-programmable injectors with electronic flow controls. Time-programmable detectors with metering, on/off gas controls; up to 3 data channels. Easy access pneumatics panel with color-coded gas lines. Standard ethernet communications interface with TCP/IP protocol for workstation control. Seven external powered events (optional 8 additional external events). Run time diagnostics. Power fail kit standard for front position injector, available as options for second and third injectors. Supports ChromatoProbe with



VARIAN

Quotation

36036000731

06/01/2009

Page: 3

WVDHHR EPA Laboratory, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
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1079 PTV injector.

The Varian MS Workstation software controls all GC, autosampler, and MS functions. It allows fully automated quantitative and qualitative analyses with standard and optional Custom Reports. Standard spectral libraries included are: TR (Terpenes) with approximately 600 spectra, TX (Toxicology) with approximately 1300 spectra, GP (General Purpose) with about 3,000 spectra. Optional library data bases are: NIST, Wiley, Pfleger-Mauer-Weber drug and pesticide library, Rosner Mass Spectral Library of Designer Drugs, Kuhnle Mass Spectral Library of Pharmaceuticals and Agrochemicals, and other custom libraries. • QuickAccess – Network access and functionality for multiple MS WorkStation systems for high-throughput analysis by expert or novice users.

OptiPlex 755 MiniTower Computer

Base: Intel® Core 2 Duo E6750 (Dual Core technology XD), 2.66GHz, 4MB L2 cache, 1333MHz FSB

Memory: 2GB (2 x 1GB) DDR2 Non-ECC SDRAM, 667MHz, (filling 2 of 4 slots; expandable to 4GB)

Video: Video card in PCIe bus with 1 DVI (digital) 1920x1200 max. output

Sound: Integrated sound card and chassis mounted speaker

Network: Integrated Intel NIC (10/100/1000BaseT Ethernet)

Hard Drive: SATA 250GB, 3.0GB/s, 7200 RPM with 8 MB buffer (NTFS format)

Removable Media Storage Device: 16X DVD+/-RW SATA Drive with Roxio Creator (Dell edition)

Floppy Drive: 1.44MB 3.5 Inch Floppy Drive

Card Slots: 4 PCI full height slots (2 standard PCI, 1 PCIe x16 graphics, 1 PCIe x1)

Ports: 1 serial port; 1 parallel port; RJ-45 network port; 8 USB 2.0 ports (2 in front, 6 on rear panel)

Keyboard & Mouse: Dell USB enhanced multimedia keyboard & USB premium optical 5-button scroll mouse (no PS/2 connectors)

Operating System: Microsoft® Windows® XP Professional, SP2

Hardware Support Services: 3 Year Limited Warranty (Next Business Day On-Site Service)

Resource CD: Resources CD contains Diagnostics and Driver for Dell OptiPlex Systems

NOTE: Minitower dimensions: H:16.10 in. x W:7.36 in.; D:17.52 in.. RoHS Compliant

Lead Free

Chassis and Motherboard. Monitor or printer NOT Included.

Performance Specifications

Mode	Test Standard	S/N*
EI Full Scan	1 pg Octafluoronaphthalene	20:1
EI SIM	100 fg Octafluoronaphthalene	20:1
NCI SIM	10 fg Octafluoronaphthalene	10:1
PCI Full Scan**	50 pg Benzophenone	10:1

*Based on RMS noise

** Methane CI reagent



Quotation

36036000731

06/01/2009

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VARIAN

WVDHHR EPA Laboratory, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
1.02	1	0451100501	1177 INJECTOR EFC25 for Purge&Trap 120	3,600.00	15.00%	3,060.00
1.03	1	0190067100	Dell Ultra Sharp Flat Panel 20 Inch Monitor	604.00	15.00%	513.00
1.04	1	0392500291	CP3800 GC INSTALLATION KIT INCLUDES: Cleaned copper tubing, nuts, ferrules, fuses, and septa.	367.00	15.00%	312.00
1.05	1	CAPCOLOFFER	DISCOUNT FOR CAP COL W/SYSTEM FOR \$205 Factor Four Capillary Column Varian CP7415, Capillary Column for EPA method 524	220.00	15.00%	187.00
1.06	1	INSTALLMOD	Installation Training Module *up-to 6 hrs of additional training at time of Ins Installation Training- consists of up to six (6) hours of operational and maintenance training. Conditions of Sale: 1. Installation training can only be sold in conjunction with an instrument purchase and must be sold at point of instrument sale. 2. Training must be given at the time of installation. 3. Only one (1) training Module per system allowed	1,300.00	15.00%	1,105.00
1.07	1	0392567301	CP3800,SAMPLE INTRO DEVICE CABLE CP3800/3900 GC and 430/431/450-GC to Sample Introduction Device Cable. Provides Sync connections to Archon, Tekmar LSC 3000/3100, OI Analytical 4560 P & T, and Tekmar 7000 Headspace. One cable REQUIRED per system.	388.00	15.00%	330.00
1.08	4	CSBONSTZ01	1 Day Training at Customer Site, Zone 1 (0-100 Miles) Purchase of consecutive days of onsite training includes significant savings. This cannot be combined with any other discounting offer.	2,625.00	15.00%	8,925.00
Section Total \$						104,532.00

Section 2 GC/ECD

2.01	1	0459000913	450-GC ECD/ECD/1177/1177 EFC 120V Gen System includes: Dual 1177 Split/Splitless Injectors with Electronic Flow Control Dual Electron Capture Detector with Electronic Flow Control - General License The Standard Configuration 450-GC is available in fixed channel configurations. These popular configurations include single or dual channels systems with electronic flow control or manual pneumatics.450-GC Features: Multiple method storage (up to 50) with battery protected memory. Column oven temperature programmable (up to	32,100.00	15.00%	27,285.00
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VARIAN

Quotation

36036000731

06/01/2009

Page: 5

WVDHHR EPA Laboratory, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
			<p>24 ramps/ 25 holds per method) from ambient +4°C to 450°C. Optional column oven cryogen liquid CO2 (to -65°C) or liquid nitrogen (to -99°C) . Maximum temperature ramp rate: 120°C/min. Rapid oven cool-down: 400°C to 50°C in 4.5 minutes. Very large column oven (53 x 66 x 56 cm) with removable door for easy access.</p> <p>Complete electronic (or manual) flow control for injectors (including split flow) and detectors. Easy upgrades quickly add additional capabilities as your requirements change. 1 or 2 injectors, including: 1177 Split/Splitless Injector; and/or 1041 Packed/wide-bore On-Column Injector. 1 or 2 detectors, including: Flame Ionization (FID); Thermal Conductivity (TCD); Electron Capture (ECD); Thermionic Specific (TSD). Quick-Switch Valve (switches between injectors/columns and detectors via automated or manual control) can be added as a future upgrade. Built in control (standard) for Varian 8400 and 8410 autosamplers. WS control of CP-84x0 and Combi PAL autosamplers. 7 powered (24V) external events. (optional 8 additional external events, requires option board CP741205)</p> <p>Standard Ethernet connection based on TCP/IP protocol. Optional analog output (1V or 10V) with ready and start signals. Requires the option board CP741205 For ADCB analog output and Sync connection only, order analog cable, p/n 03-925672-01. 450-GC comes with a user-friendly icon-based VGA display TFT, full color, 8.4". For connection to Galaxie WS refer to GCP2211</p> <p>450-GC also includes: VF-1MS, 15m X 0.25 mm id fused silica capillary FactorFour column, EZ Grip column stand, injector accessory kit (with each injector), and complete manual set.</p>			
2.02	1	0395000095	<p>Galaxie software with Varian GC Control, 1</p> <ul style="list-style-type: none"> Galaxie data system CD-ROM includes manuals in Adobe Acrobat format Includes the license for installation on 1 (one) computer and allows the connection of 1 (one) instrument. Provides full instrument control and method download capability for Varian GCs -- 3900 GC and 3800 GC with 8400, 8410, and CombIPAL AutoSamplers, 3400 GC and 3600 GC with GC-controlled 8200 AutoSamplers, CP-4900 uGC, CP-2002/2003 uGC, and Valco SSV. Supports analog data acquisition via the Star 800 MIB. (Star 800 MIB is NOT included with the software and must be purchased separately.) Runs under Windows 2000 or Windows XP Professional 	4,310.00	15.00%	3,664.00
2.03	2	CAPCOLOFFER	<p>DISCOUNT FOR CAP COL W/SYSTEM FOR \$205</p> <p>DB 1701 Equivalent and DB 5 equivalent</p>	220.00	15.00%	374.00
2.04	1	CP8400PKG4X03	<p>CP-8400 Automatic sampler</p> <p>for 450-GC and 430-GC</p>	8,600.00		8,600.00



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WVDHHR EPA Laboratory, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
2.05	3	CSBONSTZ01	1 Day Training at Customer Site, Zone 1 (0-100 Miles)	2,625.00	15.00%	6,694.00
Purchase of consecutive days of onsite training includes significant savings. This cannot be combined with any other discounting offer.						
Section Total \$						46,617.00

Section 3 Additional Year of Warranty

3.01	2	GC400C1SS	TotalCare-400 Series GC (450/431/430) Gas Chromatograph	2,200.00	10.00%	3,960.00
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The TotalCare Agreement will include:

- Emergency on-site visits within 101 miles of a Varian service center*
- One (1) scheduled preventive maintenance visit
- Labor, Travel & Factory-certified parts (exclusions noted in the Terms & Conditions)
- Priority telephone/web-based technical support
- Varian software revisions
- Additional Detectors support sold separately

Varian Factory-trained Field Service Representatives perform all work. *Additional travel charges will be listed separately. Accessory support sold separately.

Serial Number:

Preventive Maintenance (PM) for Gas Chromatograph:

1. Run instrument test and note and resolve any errors and faults
2. Check all fittings for leaks and repair as needed
3. Inspect fans for proper operation and signs of wear
4. Clean dust from inside unit and cooling passages
5. Inspect column oven heater connections for oxidation. Replace as necessary
6. Check fuse holders for excessive heat damage. Replace as necessary
7. Visually inspect detectors for contamination. Detector sold separately
8. Run GC diagnostics
9. Check all flow rates; adjust as necessary. Balance detector flows and adjust M/U as required depending on detector system
10. Run blank test and check detector/injector/column for bleed; inspect chromatogram for possible system problems
11. Run a detector specific test sample and observe results. Optional-dependent on customer's column
12. Power system down and check back-up battery condition
13. Check all indicating gas filters and report condition to customer
14. Check listed purity of all gases and advise per factory recommendations



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WVDHHR EPA Laboratory, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
3.02	2	ECDC011GC	RepairCare-ECD GC detector	2,234.00	10.00%	4,021.00

This product offers the purchase of one rebuilt ECD detector.

A new serial number will be assigned and must be registered by the customer.
ECD cells in stock will be shipped within 48-hours from time of order.

For both Specific License (Part number #: 02-001972-71) or General License (Part number #: 02-001972-70) ECDs: The old detector, complete with tower, cell, foil, and probes in the original case must be returned to Varian within 10 days after the rebuilt unit is received. (The customer retains the detector "base" assembly.) The rebuilt ECD is added to the detector base assembly.

An RMA is included with the rebuilt detector. The rebuilt "detector" includes new foil, new probes, new internal parts including foil, reconditioned tower, a radiation wipe test, and 90 days warranty. This "assembly" is added to the detector base assembly that the customer has retained.

Part number #: 02-001972-70

3.03	1	MS300C1SS	TotalCare Support-300 Series MS *Accessory support sold separately	10,500.00	10.00%	9,450.00
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The TotalCare Agreement will include:

- Emergency on-site visits within 101 miles of a Varian service center*
- One (1) scheduled preventive maintenance visit
- Labor, Travel & Factory-certified parts (as noted in the Terms & Conditions)
- Priority telephone/web-based technical support
- Varian software revisions

Varian Factory-trained Field Service Representatives perform all work. *Additional travel charges will be listed separately.

Serial Number: 300

Preventive Maintenance (PM) For Mass Spec:

1. Check for system leaks. Run instrument auto-tune. Check ion source to determine if needs cleaning
2. Run the diagnostics
3. Replace the multiplier and filaments* for proper operation
4. Change the oil in the roughing pump; customer responsible for disposal
5. Check the FC-43 for proper liquid level; add if needed
6. Remove excess dust from the circuit boards and cooling fans.
7. Inspect circuit board and cables for defects; check for loose connections;
8. Restart and check for proper operation
9. Bake out system



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Quotation

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WVDHHR EPA Laboratory, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
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*sold separately

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

3.04	1	8400C11100	TotalCare-8400/8410 autosampler	1,463.00	10.00%	1,317.00
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This TotalCare Agreement will provide a complete inspection of listed instrumentation and all Parts, Labor, Travel, Emergency Visits and ONE Preventive Maintenance (PM) visit per year within 101 miles of a Varian service center. All work is performed by Varian Factory-trained Field Support Representatives. Parts exclusions are noted in Terms & Conditions. Additional travel charges if applicable will be listed separately. Accessory support sold separately

Serial Number: 8400-

Preventive Maintenance (PM) visit includes:

1. Determine and record customer's operating conditions
2. Clean and visually inspect
3. Check/adjust syringe needle to vial alignment
4. Check/adjust needle alignment to injectors
5. Check solvent waste drain for restrictions
6. Check for sample uptake
7. Return to customer operating conditions
8. Perform/observe injection cycle

Section Total \$	18,748.00
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Quotation Total \$	169,897.00
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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: 36036000731

10% Purchase Options

36 Months	48 Months	60 Months
\$4,916	\$3,826	\$3,182

\$1.00 Purchase Options

36 Months	48 Months	60 Months
\$5,334	\$4,128	\$3,414

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

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

Additional Benefits

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

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

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

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

Lease World Corp.
Manny Licker
954-969-1965

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

WB Financial LLC
Bob Fode
714-915-9444

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

TERMS AND CONDITIONS OF SALE

1. GOVERNING TERMS.

These Terms and Conditions of Sale ("Terms") shall apply to the sale by Varian, Inc. or its affiliated company ("Varian") of the products and/or services ("Products") described in the Quotation, Sales Order, Acknowledgment, Purchase Order, web page or other contract documentation to which these Terms are attached, incorporated by reference and made an integral part (the "Contract Documents"). Except as expressly agreed by authorized representatives of both parties in writing, no other terms and conditions, including any terms and conditions attached to Buyer's request for quotation, acknowledgment, purchase order or other contract documentation, shall apply to Varian's sale of the Products. Varian's shipment of any Product or performance of any purchase order or contract is expressly conditioned on Buyer's acceptance of these Terms. As used herein, "Contract" refers to the applicable order pursuant to which Varian is selling the Products to Buyer.

2. PRICE AND PAYMENT.

Except as otherwise specified in the Contract Documents, Varian's prices exclude and Buyer is responsible for all sales, use, excise, value-added or other taxes and duties. Buyer's late payment shall constitute a fundamental breach of the Contract, shall result in a service charge against Buyer of the lesser of 2% per month of the Contract amount or the maximum amount permitted by law, and shall entitle Varian to cancel or delay performance under the Contract. Varian shall retain a purchase money security interest or similar lien or right of repossession in all Products shipped to Buyer under the Contract until paid in full. Buyer shall execute documents and make filings or recordings as requested by Varian for the perfection or other protection of such security interest. Buyer shall be responsible for any costs of collection incurred by Varian hereunder, including reasonable attorneys' fees.

3. DELIVERY.

Unless otherwise specified in the Contract Documents, Buyer shall take title and risk of loss of the Products at point of delivery for Products shipped by Varian, Inc. to a non-U.S. destination and at point of shipment in all other cases. Training, if included in Products, must be taken by Buyer within one year following shipment of system.

4. INSTALLATION.

If installation is included in Products, Buyer shall provide any necessary permits, facilities and utilities, ensure compliance with regulatory requirements, and comply with Varian's reasonable pre-installation instructions in a timely fashion.

5. INFRINGEMENT INDEMNITY.

Varian shall defend and indemnify Buyer from all third party claims alleging that Varian's design or manufacture of any Product infringes any third party patent or other intellectual property right, except to the extent such claims arise from or relate to (a) any Product or component thereof designed by Buyer, (b) modification of any Product without Varian's express written consent, (c) use of any Product in combination with any product, process, application, or material or system not designed or manufactured by Varian, or (d) products manufactured by Buyer using any Product.

6. SOFTWARE LICENSE.

Title to all software provided as separate modules or embedded in the Products ("Software") shall remain the property of Varian or Varian's licensors. Varian grants to Buyer a non-exclusive, limited license to use the Software together with the Products. Buyer shall not decompile, disassemble or otherwise reverse engineer the Software, and may create derivative works only to the extent permitted by Varian. Buyer shall not sublicense, assign, copy, distribute or disclose any portion of the Software to a third party without the express written consent of Varian. Buyer may transfer or sell the Software only together with the Products. This license shall terminate when Buyer discontinues use of the Software.

7. WARRANTY.

Varian warrants consumable laboratory supplies and Software sold under these Terms to be free from defects in material and workmanship and in substantial conformance with Varian's published specifications for a

period beginning upon delivery and ending fourteen (14) days thereafter, subject to any applicable license agreement. Varian warrants services sold under these Terms to be performed in a good and workmanlike manner for a period beginning upon performance and ending thirty (30) days thereafter. Varian warrants all other Products sold under these Terms to be free from defects in material and workmanship and in substantial conformance with Varian's published specifications for a period beginning upon delivery and ending ninety (90) days thereafter. Varian does not warrant the operation of any Software to be uninterrupted or error-free. The foregoing warranty periods shall be deemed extended to the extent required by any mandatory, non-waivable provision of applicable law or as otherwise stated by Varian in the Contract Documents. The foregoing warranties are void in the event of Product abuse, alteration, misuse, improper operation or maintenance, use in an unsuitable physical environment, or use with inadequate facilities or utilities, and these warranties do not cover products, components, or services warranted by another party or which come into direct contact with samples in the course of use. Buyer's sole and exclusive remedy for any defective or non-conforming Product after its warranty period begins shall be repair, replacement, or credit, at Varian's sole option, and such remedy shall be available only during the applicable warranty period. Repaired or replaced Products shall be subject to the original warranty period, which shall not be extended due to such repair or replacement, except to the extent required by any mandatory, non-waivable provision of applicable law. Buyer shall prepay the cost of shipping for and be responsible for loss or damage in transit to any Products returned under warranty to Varian. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. DAMAGES.

In no event shall Varian or Buyer be liable to the other or their respective affiliates for incidental, consequential, indirect, punitive, or special loss or damages of any kind, including but not limited to lost revenues, lost profits, loss of goodwill or lost production, however caused, whether based on contract, tort (including negligence) or any other legal theory. Varian's total liability in damages or otherwise to Buyer and its affiliates shall not exceed payments received by Varian under the contract. Buyer expressly waives any rights of rescission, cancellation or revocation of acceptance with respect to delivered Products.

9. FORCE MAJEURE.

Neither Varian, nor Buyer shall be liable to the another for failure to perform any obligation under the Contract to the extent such failure to perform is due to labor unrest, riot, war, fire, accident, weather or other natural disasters, lack of energy supplies, supplier delays, compliance with law, failure to obtain all necessary licenses, permits or approvals after reasonable efforts, or any unforeseen circumstances or other causes beyond such party's reasonable control.

10. SOLE TERMS.

These Terms and the Contract Documents of which they are a part set forth the entire agreement between Varian and Buyer with respect to their subject matter and supersede all previous written or oral agreements and understandings between Varian and Buyer. These Terms and the Contract Documents may not be amended nor may compliance with any provision herein or therein be waived, except by a written document duly and validly executed by both Varian and Buyer, or in the case of a waiver, the party waiving compliance. Any part of these Terms held to be void, invalid or unenforceable shall be treated as severable, leaving valid the remaining Terms.

11. GOVERNING LAW.

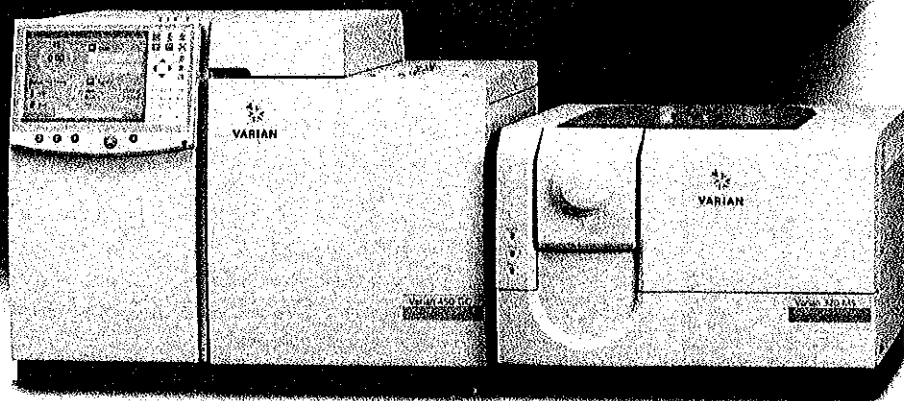
If this Contract concerns the sale of Products to be delivered to U.S. destinations, it shall be governed by the laws of the State of California, U.S.A. (excluding choice of law rules and the provisions of the Convention for the International Sale of Goods (CISG)). Any dispute or claim arising out, relating to or in connection with such a Contract shall be resolved exclusively by final, binding arbitration pursuant to the American Arbitration Association, provided that, Varian may seek injunctive or other relief in any court of law in order to prevent any unauthorized copying, disclosure, use, retention or distribution of its intellectual property. If this Contract concerns the sale of Products to be delivered to non-U.S. destinations, it shall be governed by CISG and (for issues not addressed by CISG) by local law applied pursuant to choice of law rules or mutual agreement of the parties, and any disputes or claims may be resolved in any court of competent jurisdiction.

GC/MS/MS

VARIAN, INC.

320-MS

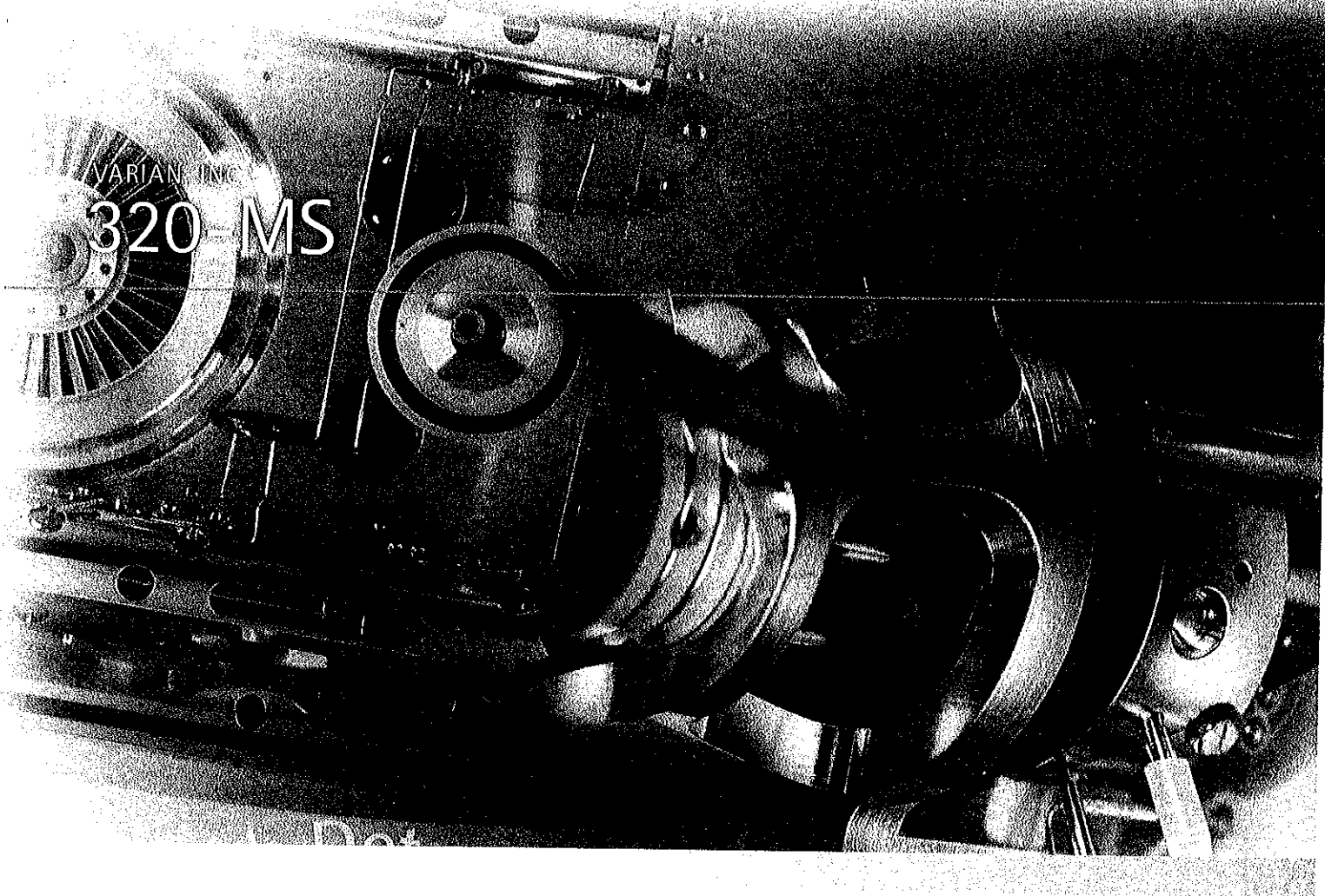
TRIPLE QUADRUPOLE MASS SPECTROMETER



www.varianinc.com



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 GC/MS and LC/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 rely on. The option to quickly switch between GC and LC or to easily change from EI to CI offers a flexible and robust quadrupole MS system that can deliver precisely the information you need.

VARIAN, INC.

High sensitivity with unmatched flexibility

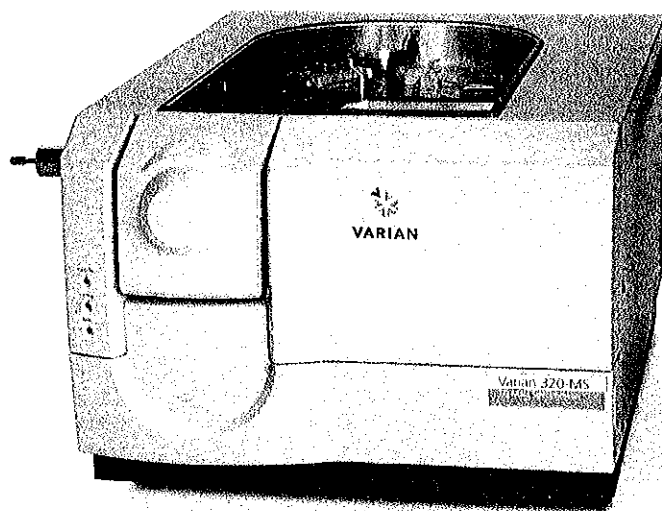
The Varian 320-MS provides femtogram sensitivity, a 2000 m/z mass range and a choice of chromatographic and ionization configurations to match your budget and your needs – all in less than 72 cm (28 in.) of linear bench space.

From a leader in GC/MS triple quadrupole technology comes an instrument that delivers superior negative ion sensitivity, faster, more flexible method development, increased robustness and the performance you've come to expect from a Varian quadrupole product.

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. Need to run an LC/MS application on your GC/MS? The 320-MS can be changed from a GC/MS configuration to an LC/MS configuration by simply venting the system and removing two screws and one connection. The new source simply slides in. It is as simple as "Plug-and-Play". Now you can have the power of two separate instruments for the cost and bench space of just one.

The 320-MS is designed for ease of use to enhance your productivity. The I/R (installation/removal) tool makes it easy to remove or install an ion volume. Whether replacing ion volumes, or switching from EI to CI mode, the change can be performed in less than a minute with correct placement and alignment of the ion volume.



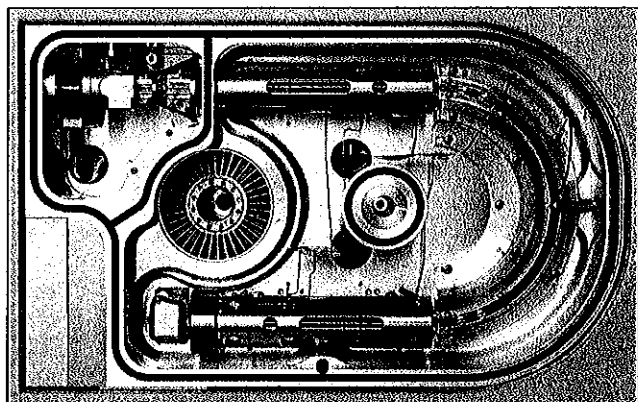
The Varian 320-MS GC/MS provides the highest level of flexibility and performance in a compact, easy-to-use instrument.

320-MS GC/MS

Big performance in a small package

Lower Detection Limits

Varian's proven state-of-the-art GC/MS interface features interchangeable ion volumes for robust operation with challenging matrices. And the superior design characteristics don't end at the ion source. Varian's patented 180° curved collision cell provides additional noise reduction for complex matrices. You get the benefits of a detector that is off-axis to the source without the use of a conversion dynode. No dynode means better sensitivity, especially for negative ions.



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

Compact, Sensitive, Flexible

The 320-MS has been designed to deliver performance and productivity.

Varian's innovations include:

- **Single dual-stage, turbomolecular pump**
Split flow, differential pumping for the source and analyzer produces a compact, economical instrument.
- **Ultra-low noise detector**
Directly aligned with the ion path for better sensitivity, especially in CI mode.
- **High performance quadrupoles**
Pre- and post-ion guides improve transmission efficiency. The absence of lenses simplifies tuning and improves signal.
- **Dual Source**
Switch from EI to CI without breaking vacuum. The Plug-n-Play™ ion source is designed for routine use and easy removal for maintenance.

Convenient Switchability

Ideal for laboratories with a wide range of sample types, the 320-MS uniquely allows both GC/MS and, with the optional LC interface, LC/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:

A Choice of Chromatographs

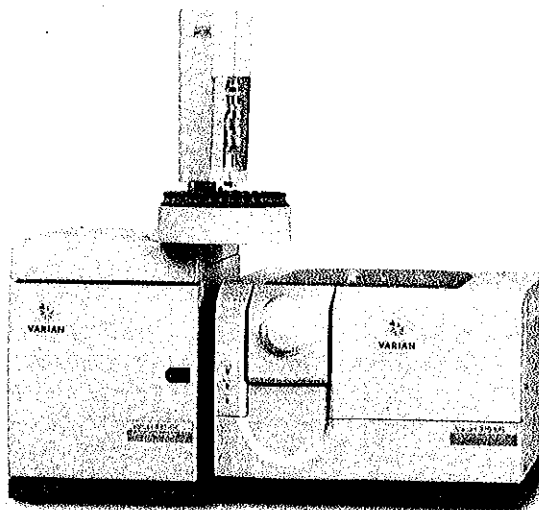
The 320-MS is delivered with your choice of gas chromatograph. The 450-GC is Varian's top of the line GC with a flexible platform for single-, dual-, or three-channel configuration for maximum productivity. The 431-GC is a single-channel system, designed for the routine laboratory with space saving in mind. Installation is easy while conveniently allowing the use of standard capillary columns. A wide range of inlets and detectors is available:

Inlets

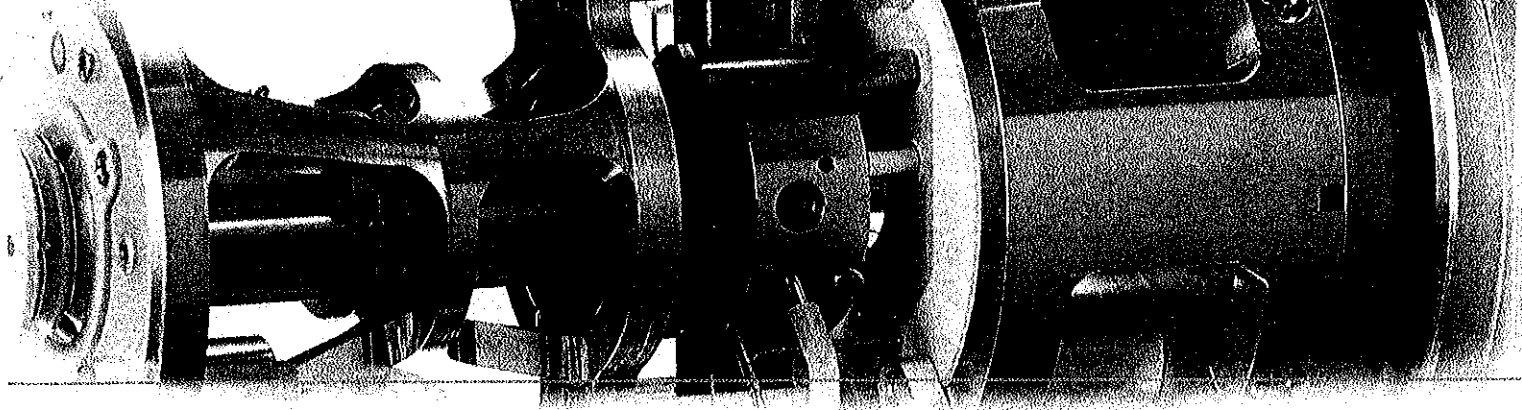
- 1177 Split/Splitless (S/SL) Injector
- 1079 Programmable Temperature Vaporizing (PTV) Injector
- ChromatoProbe™ Sample Introduction Device
- Direct Insertion Probe (DIP) and Direct Exposure Probe (DEP)

Detectors

- FID (Hydrocarbon)
- TSD (N,P Specific)
- ECD (Halogen Specific)
- PFPD (S,P Specific)
- TCD (Universal)
- PID (Aromatic/Unsaturated Hydrocarbon Specific)



Varian 431-GC, 320-MS and CP-8400 AutoSampler.

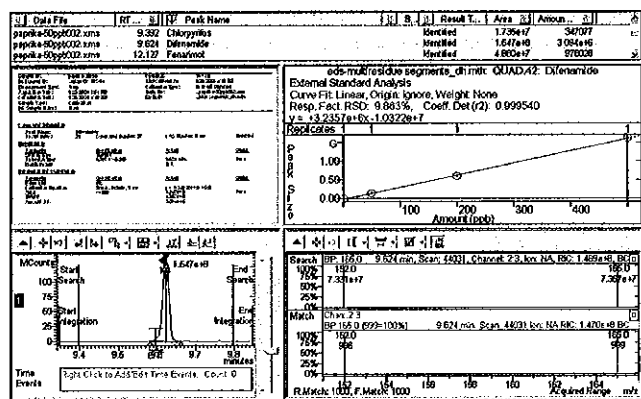


The complete solution...

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 GC, 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 GC inlets, detectors, autosamplers, and columns can create a complete configuration.

Inlets

- **1177 Split/Splitless (S/SL) Injector** employs a dual vent design to provide superior performance in the hot split or splitless modes.
- **1079 Programmable Temperature Vaporizing (PTV) Injector** delivers large volume injections with minimal sample preparation, increased throughput and better sensitivity.
- **ChromatoProbe™ Sample Introduction Device** allows rapid analysis of solids and liquids without sample preparation.
- **Direct Insertion Probe (DIP) and Direct Exposure Probe (DEP)** provide rapid analysis of liquid and solid samples without the need for sample preparation or chromatography. Both connect directly to the MS without breaking vacuum and complete control is provided through the integrated MS Workstation software.

Autosamplers

- **Combi PAL™ autosampler** offers outstanding flexibility and productivity whether in liquid, headspace, In-Tube Extraction (ITEX), and Solid Phase Microextraction (SPME) mode.
- **CP-8400 and CP-8410** are precise, versatile autosamplers delivering reliable results, with capacity for 100 samples using liquid, ambient headspace, or optional SPME sampling modes.

Detectors

- The **Pulsed Flame Photometric Detector (PFPD)** can detect 28 elements for the analysis of heteroatomic species, 13 with infinite selectivity.

GC Columns and Filters

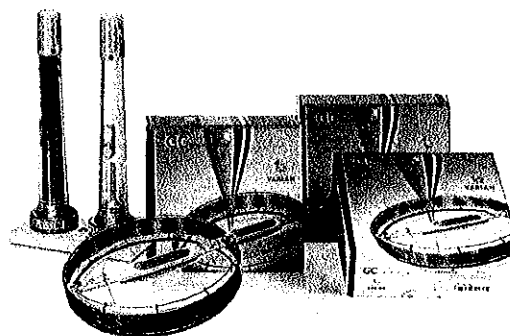
- **FactorFour™ low bleed columns** deliver faster separations without sacrificing resolution. You'll enjoy greater accuracy and increased instrument uptime. Some applications include:

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

Chemical Analysis - For a wide range of compounds from saturated hydrocarbons to multi-functional highly polar compounds, FactorFour is the most efficient, inert column choice.

Food, Fragrances and Beverages - FactorFour VF-23ms employs a new generation of stable polar phase that is 100% bonded, yielding shorter run times for FAME applications.

- **Varian Gas Clean Filters** prevent contaminants from entering your GC, which could result in damage to the column, loss of sensitivity and instrument downtime. Filters available: Oxygen, Moisture, Hydrocarbon and GC/MS.



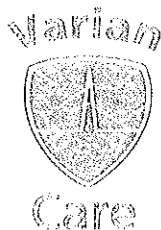
Ensure optimum performance with Varian GC columns and Gas Clean Filters.

VARIAN, INC.

320-MS

TRIPLE QUADRUPOLE MASS SPECTROMETER

Varian offers robust instrumentation, application-based consumables, and customer-focused services, backed by our global team of product and applications experts, ready to help you solve your analytical challenges. Whether you're monitoring impurities in drinking water, designing new therapeutic drugs, or developing cleaner fuels, our solutions deliver the sensitivity, flexibility and productivity your laboratory requires.



Varian Care Program

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

Be confident knowing that your instrument will deliver maximum performance, your users are fully trained and expert technicians will respond quickly to your support needs – because Varian cares.

Shop Online

Varian offers the added convenience of purchasing products online. The products you need are just a few clicks away at www.varianinc.com

We are committed to meeting your needs with a full range of consumable products and supplies. Call today to request your free copy of our comprehensive analytical supplies catalog or download it from our web site.

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Other sales offices and dealers throughout the world— check our Web site.



VARIAN

Chromatography • Spectroscopy • Mass Spectrometry • Magnetic Resonance Spectroscopy and Imaging • X-Ray Crystallography • Dissolution • Consumables • Data Systems • Vacuum

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Combi PAL is a trademark of CTC Analytics AG. © 2008 - 2009 Varian, Inc.

Varian 320-MS GC/MS

The Varian 320-MS GC/MS is a sensitive and flexible quadrupole GC/MS or GC/MS/MS system. The 320-MS provides a small, powerful, flexible system that is fully upgradeable to an LC/MS system, making it the best choice for any application involving demanding matrices and sensitive quantitation.

Analyzer

MS Specifications

- Scan modes: Q1MS, Q3MS, Precursor (Parent), Product (Daughter), Neutral Loss, Selected Ion Monitoring (SIM), Selected Reaction Monitoring (SRM), Full Scan
- Ionization modes: Electron Ionization (EI) or positive/negative Chemical Ionization (CI)
- Source: EI/CI source with vacuum interlock for quick change of ion volumes; entrance hexapole isolates source contaminants from mass filter
- Source temperature: independent control, 20 °C to 325 °C
- Filament: single, 50 to 500 μ A
- Electron energy: 20 eV, 70 eV or 150 eV
- Mass filters: quadrupole with pre- and post-filters; lensless design maximizes transmission efficiency
- Collision cell: 180° curved path with pre- and post-filter region; long path ensures high dissociation efficiency
- Mass range: Up to 2000 Da
- Scan rate: Up to 6000 Da/sec
- Resolution: 0.7 Da at 1250 Da/sec or 0.6 Da at 500 Da/sec
- EI dynamic range: $>10^5$ (compound dependent)
- Mass axis stability: ± 0.1 Da over 24 hours
- Transfer line temperature: independent control; 50 °C to 350 °C
- Manifold temperature: independent control; 30 °C to 50 °C
- Ion detector: positive or negative ions, constant 5 kV post acceleration voltage
- Carrier gas flow: up to 8 mL
- Turbomolecular pump: dual stage, 300/380 L/sec, air cooled

- Power requirements: 100-240 Vac, 50/60 Hz ± 3 Hz, 1200 VA
- Humidity: 20% to 80% relative humidity (without condensation)
- Temperature: 15 °C to 30 °C
- High efficiency electron multiplier: 240 ms Positive to Negative switching time
- Adjustable dwell times: 2-14,000 ms software defined per transition

Optional MS Features

- Spectral databases: NIST, Wiley, and Pflieger/Maurer/Weber (PMW) libraries
- MS/MS: upgrade single quadrupole systems to triple quadrupole at any time
- LC interface: field upgradeable at any time
- Direct Sampling Probes (DIP and DEP): introduce solids or liquids without chromatographic separation.

450-GC Specifications

Column Oven

- Dimensions: 28 cm (w) x 28 cm (h) x 20 cm (d) (11 in. x 11 in. x 8 in.)
- Temperature range: Ambient +4 °C to 450 °C; -100 °C to 450 °C with liquid N₂; -60 °C to 450 °C with liquid CO₂
- Temperature-programmed ramps: 24 ramps with 25 isothermal holds
- Maximum temperature ramp rate: 120 °C/min for all voltages
- Cool-down rate: 400 °C to 50 °C in 4.5 min

Injectors

1177 Split/Splitless Injector (S/SL)

- Maximum temperature: 450 °C isothermal

1079 Programmable Temperature Vaporizing Injector (PTV)

- Temperature range: -100 °C to 450 °C with liquid N₂; -60 °C to 450 °C with liquid CO₂
- Maximum temperature ramp rate: 200 °C/min
- Temperature ramps: 24



VARIAN

Varian 320-MS GC/MS

Injector EFC

- Pressure: 0.1 % Full Scale
- Flow: 0.5 % Full Scale and 3% Measured Value
- Resolution: 0.1 psi or 0.1 mL/min

Optional GC features

- Injectors: Up to three (one required); 1177 Split/Splitless or 1079 PTV
- Detectors: Up to three; full range of Varian detectors including the FID, ECD, PFPD, TSD and TCD; maximum of two PFPDs
- ChromatoProbe™ device: For solids, large volume liquids or slurries; requires a 1079 PTV Injector
- QuickSwitch™ Valve: Automated switching between different columns
- Valves: Custom plumbed valves for a wide range of applications

Foreline Pump

- Varian DS-42 Dual stage, rotary vane
- Voltage: 101, 120, 230 V depending on GC

320-MS GC/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	Amount	Test Standard	S/N†
EI Full Scan	1 pg	Octafluoronaphthalene	≥20:1
EI SIM	50 fg	Octafluoronaphthalene	≥10:1
EI MS/MS	100 fg	Octafluoronaphthalene	≥500:1
NCI SIM	5 fg	Octafluoronaphthalene	≥10:1
PCI Full Scan‡	20 pg	Benzophenone	≥10:1
PCI MS/MS‡	100 fg	Benzophenone	≥10:1

*With the CP-1177 Injector or the 1079 PTV injector in hot splitless mode.

†Based on RMS noise.

‡PCI is with methane reagent gas.



VARIAN

Varian, Inc.
www.varianinc.com
North America: 800.926.3000, 925.939.2400
Europe The Netherlands: 31.118.67.1000
Asia Pacific Australia: 613.9560.7133
Latin America Brazil: 55.11.3238.0400

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