

Varian Inc.
2700 Mitchell Drive
Walnut Creek, Ca 94598
Phone: 925.939.2400
Fax: 925.945.2360
<http://www.varianinc.com>



VARIAN

April 9, 2010

Mr. Ron N. Price
Purchasing Division
State of West Virginia
2019 Washington Street, East
Charleston, WV 25311

RE: RFQ-AGR1018

Dear Mr. Price:

Varian is pleased to be considered for the above referenced Bid. Varian's proposal and proposed price is predicated upon Varian Analytical Instruments Terms and Conditions which are included in our response. Varian is happy to discuss any questions or concerns the State of West Virginia may have to work toward mutually agreeable contract terms.

Included in our response are the following:

Request for Quotation
Specifications and Requirements
Varian's Quote
Varian Analytical Instruments Terms and Conditions of Sale

Please note: In regards to your Warranty Requirement for loaner instruments, Varian's warranty does not include loaner equipment during the period of repair.

Thank you again for giving us the opportunity to provide a solution. If further information is required, please contact Varian's sales representative, Don Harrington at 925-393-2400 Ext. 3014. If you have any questions of a contractual nature, please do not hesitate to contact me at 925-939-2400 Ext. 6857 or via email at andrea.shipp@varianinc.com.

Sincerely,


Andrea Shipp
Contracts Manager

Enc.

RECEIVED

2010 APR -9 AM 10:12

WV PURCHASING
DIVISION



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
AGR1018

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE 304-558-0492

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE
VARIAN, INC.
2700 MITCHELL DR.
WALNUT CREEK, CA 94598

PROPERTY

DEPARTMENT OF AGRICULTURE
 REGULATORY PROTECTION DIVISION
 BUILDING 11
 4720 BRENDA LANE
 CHARLESTON, WV
 25312
 304-558-2222

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010				
BID OPENING DATE: 04/13/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		493-11	SEE PAGE 10	
CHROMATOGRAPH/MASS SPECTROMETER (LC/MS) SYSTEM PER THE ATTACHED SPECIFICATIONS WRITTEN QUESTIONS MAY BE SUBMITTED NO LATER THAN 4:30 PM ON 3/31/10 TO THE FOLLOWING: RON PRICE PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: RON.N.PRICE@WV.GOV NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						

*** Except as noted on cover letter.*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TITLE	TELEPHONE	DATE
<i>[Signature]</i>	Contracts manager	925-939-2400	4/8/10
FEB 07-0501995		ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
AGR1018

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-0492**

RFQ COPY
 TYPE NAME/ADDRESS HERE

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DEPARTMENT OF AGRICULTURE
 REGULATORY PROTECTION DIVISION
 BUILDING 11
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2222

DATE PRINTED 03/23/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/13/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: RP-41 RFQ. NO.: AGR1018 BID OPENING DATE: 4/13/10 BID OPENING TIME: 1:30PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 925-945-2360 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Don Harrington ----- ***** THIS IS THE END OF RFQ AGR1018 ***** TOTAL: _____						
<i>* * Except as noted on cover letter.</i>						

HERE
 SIGN

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Andrew Simpson	TELEPHONE 925 939-2400	DATE 4/8/10
TITLE Contracts manager	FEIN 710501995	ADDRESS CHANGES TO BE NOTED ABOVE

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

Chromatograph/Mass Spectrometer (LC/MS) System

The West Virginia Department of Agriculture (WVDA) is soliciting responses for a Liquid Chromatograph/Mass Spectrometer (LC/MS) System for analysis of pesticides and antibiotics.

WVDA seeks to acquire the LC/MS system via a purchase with maintenance or a lease-purchase agreement for a period of three to five years. The vendor must provide terms on the lease agreement lasting either three, four, or five years with an option to purchase at the end of the lease period.

Vendor must provide data with the bid validating that their product meets the bid specifications, training, warranty, complete premium service for all equipment/instruments and software including all parts, repairs, labor, travel, special services, and preventative maintenance for the duration of the lease agreement / warranty period at no expense to the agency. References with point of contact verifying the product qualifications. The Vendor must send, if not, it will result in disqualification of Vendors Bid.

Vendor must provide 72-hour response time for on-site service/replacement.

Vendor must provide toll free telephone number for technical service/assistant.

- Vendor will provide loaner instrument, at no charge to the purchaser, during warranted period should instrument need to be sent out for repairs.

Two (2) copies of all systems manuals (operations, training, technical, service maintenance, etc.) shall be included at no charge to the owner.

Vendor shall deliver and provide on-site installation (labor and supplies included) of the system at no charge to the purchaser.

Vendor will do on-site training (labor and non-consumable supplies included) for all instruments and software at no charge to the purchaser.

The following/attached specifications are to set the minimum standards of construction, performance, and test capability.

ADDITIONAL SPECIFICATIONS

Site Preparation: Vendor must provide documentation of recommended environmental conditions, power supplies and gas supplies that are required, and a list of samples and solvents required for installation. Operating the instrument in conformance with these conditions will enable the instrument to achieve its optimum performance. Failure to send will result in disqualification of the Vendors Bid.

Installation: The bid must include all parts and services necessary to render the system operational, including installation, calibration, basic hardware, software, troubleshooting and maintenance.

Warranty: The warranty must be complete premium service for all software/hardware, equipment/instruments including all parts, repairs, labor, travel, special services, and preventative maintenance for the duration of the lease agreement at no expense to the agency for the duration of the lease agreement. With the purchase you must provide warranty & maintenance under a maintenance contract.

Updates: Any and all updates that become available during the course of the lease agreement or purchase must be made available and properly installed along with additional on-site training at no cost to the agency.

Delivery Time Frame: It must be delivered within 45 days

CUSTOMER SERVICE

- Manufacturer shall provide a 72 – hour or better on-site service response for the duration of the lease agreement or warranty/ maintenance.
- Lifetime 800 number for Technical Support
- Technical Assistance for Methods Development must be available for the duration of the lease agreement or warranty/ maintenance.
- Vendor must be able to provide free method development assistance for new methodology for the duration of the lease agreement or warranty/ maintenance

TRAINING: Must provide a minimum of 5 days of On-site Training to cover methods set-up and fine tuning, quantization, report generation, Full Scan and SIM combined methods development.

LCMS Triple Quadrupole System

LC/MS triple quadrupole system, API module and ESI housing; control software, PC, 1 MS40+ foreline pump, HPLC pumps, HPLC autosampler, HPLC column, installation, onsite training (2 days - covering theory, operation, and maintenance), and 1-year warranty.

LC Interface:

- The ESI and APCI spray needles must be orthogonal to the capillary interface in order to eliminate contamination of the MS. Ionization modes must include: Electrospray Ionization (ESI). ESI must allow full X-Y adjustment of the spray needle relative to the capillary inlet and fine adjustment of inner needle position and operates over flow range of 1 to 1000 $\mu\text{L}/\text{min}$. ESI and optional APCI spray chambers must be hinged for easily and rapid switch between ionization techniques. Dual off-axis, capillary interface must operate in positive or negative ionization mode.

MS Features must include:

Full scan

Selected Ion Monitoring (SIM)

Precursor (Parent) scan

Product (Daughter) scan

Neutral Loss scan

Single Reaction Monitoring (SRM)

Multiple Reaction Monitoring (MRM) must have an upper operating m/z of 2000

High efficiency quadrupole mass filters (Q1 and Q3) must incorporate pre- and post-filters

- The Collision Cell assembly (Q2) must be a semi-circular design (180 degree path) for the removal of neutrals from the ion path and to maximize the sensitivity of the MS system. The collision portion of the assembly shall be at least 185 mm long to ensure a high dissociation efficiency. The 180 degree path of Q2 must place multiplier in true off-axis position from the source and provide a long (185 mm) collision path for efficient CID of precursor ions and must have open pre and post filter guides to pump collision gas away from Q1 and Q3, the mass filter quads.
- Multiplier employs +/- 5kV post acceleration voltage for optimal ion collection and must have fast polarity switching (240 msec) and Electronic Pressure Control (EPC) for all API and CID gases.
 - Must have SelecTemp programmable temperature control that will deliver optimum drying gas temperatures at every point in a complex analysis. API interface with SelecTemp allows simplified setup, greater throughput, reduced contamination and improves detection of labile compounds.

- Must have SelecFlow, a programmable pressure control system, which allows accurate control of gas flows by time segment to provide better sensitivity and area reproducibility for specific compounds. Both SelecTemp and SelecFlow parameters need to be automatically recorded for GLP purposes. Spectral Library must be included
- Must have dual stage Turbomolecular Pump.
- Space Requirements: LCMS TripleQuad, Pumps, Autosampler and PC, must be able to be mounted on top of a standard laboratory bench within a width of 48" and depth of 32".

Workstation Features:

Software must control all MS functions and allows fully automated quantitative and qualitative analyses with standard and optional custom reports
The workstation must control all HPLC options to include autosamplers, pumps, and detectors.

Liquid Chromatography Pump for LC/MS

The pumping system features:

Must have self-aligning pump seal design for long seal life

Self priming design for reliability and ease-of-use

Rugged, stackable metal boxes for small lab bench footprint

Controlled by MS Workstation Software

The pumping system performance Solvent delivery system for analytical LC/MS applications that includes integral high pressure mixer, connecting tubing and associated parts

Performance

Settable Gradient Flow Rate range: 100 $\mu\text{L}/\text{min}$ to 2.0 mL/min (0.001 mL/min increments)

Settable Isocratic Flow Rate range: 0.001 mL/min to 2.0 mL/min (0.001 mL/min increments)

Maximum Pressure: 400 Bar (6000 psi)

Flow Precision: $\pm 1.5\%$

Flow Accuracy: $\pm 1\%$ or $\pm 1\ \mu\text{L}/\text{min}$, whichever is greater

Gradient Composition Accuracy: $< \pm 1\%$ absolute (10% step test, water @ 200 $\mu\text{L}/\text{min}$ 2000 psi)

Gradient Compositional Precision: $< \pm 1\%$ absolute (10% step test, water @ 200 $\mu\text{L}/\text{min}$ 2000 psi)

Pressure Pulsation: $< 1.0\%$ P/P (200 $\mu\text{L}/\text{min}$, 2000 psi)

Power Input: 85 to 264 V AC, 47 to 63 Hz, 60 watts

Communications: RS232

Control: Keypad or MS Workstation

Note: Unless otherwise indicated specified values apply from 100 to 400 $\mu\text{L}/\text{min}$.

Specifications

Must be fully controlled by MS Workstation
Must be housed in rugged, stackable metal boxes for low EMC emissions
Must be supplied as a factory tested, pre-plumbed, binary gradient package for ensured start up and performance
Self priming design for reliability and ease-of-use
Must have patented self-aligning pump seal design – for seal long life

Must have In-line degasser, 2 channel, 1mL/min

Autosampler

Injection range:

Standard: 1-5000 μ L; 1- μ L increments; 500- μ L syringe

Sample capacity:

Standard: 84 2-mL vials plus 3 10-mL vials (1 double-wide tray)

Optional: 96 2-mL vials (2 trays of 48), or 24 10-mL vials (2 trays of 12), or 192 wells (2 plates of 96, deep or shallow plates), or 768 wells (2 plates of 384, shallow plates)

Any 2 tray configuration is allowed (except for 384-shallow left side and 96-deep right side) Must have a sensor for missing vial/well plate

Injection precision:

RSD for injection volume $>5 \mu$ L:

Full-loop: 0.3%

Partial-loop: 0.5%

μ L pick-up: 1.0%

Carry-over

$<0.05\%$ (typical)

Needle wash:

1 solvent; programmable volume; wash reservoir: 250-mL borosilicate glass

Option: 6 wash solvents (SSV option)

Cycle time:

<60 seconds in all injection modes with injection volume $<100 \mu$ L, including 250- μ L wash

Standard hardware configuration:

15- μ L injection needle; 500- μ L syringe; 1000- μ L buffer tubing; and 100- μ L sample loop

Sampling technology:

Integrated air-pressure assisted sample aspiration (no external gas source required)

No sample-syringe contact

Fixed concentric air/sample needle pair

OptiPlex 960 MiniTower Computer:

Base: Intel® Core 2 Duo E8400 (Dual Core technology XD), 3.0GHz, 6MB L2 cache, 1333MHz FSB

Memory: 2GB (2 x 1GB) DDR2 Non-ECC SDRAM, 800MHz, (filling 2 of 4 slots expandable to 8GB)

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:7.32 in.; D:16.97 in.. RoHS Compliant Lead Free Chassis and Motherboard. Monitor or printer NOT included.

LC/MS/MS Performance Specifications

Mode	Test Standard	S/N*
+ESI SIM	5 pg Reserpine	10:1
+ESI MS/MS	5 pg Reserpine	10:1

*Based on RMS noise; 0.7 PWHM res

Nitrogen Generator

LC/MS nitrogen generator must be specifically designed to meet the gas flow, purity and pressure requirements of the LC/MS instruments.

Utilizing the pressure swing adsorption (PSA) technique, the generator should provide a continuous stream of clean, dry nitrogen without the need for secondary purification and are fully compatible with all known APCI and ESI interfaces. The model should feature an integral oil-free compressor, giving increased security of supply, completely removing the reliance on external air supplies.

Features:

- Suitable for nebulizing, sheath and drying gas
- Integral oil-free compressor
- Fully regenerative, proven durability PSA technology
- Phthalate-free
- Soundproofed compressor box
- Digital interface
- CE, UL and CRN approved
- Global manufacturing support

Cost Sheet

Vendors must complete the below cost sheet

Chromatograph / Mass Spectrometer LC / MS

** If bidding and equal product, please list manufacturer and model on the line below.
Model literature should be included with your bid.

Manufacturer Varian, Inc

Model Number 210MS, 431 GC

Purchase Option	3 yr Lease Option Including Maintenance	4 yr Lease Option Including Maintenance	5 yr Lease Option Including Maintenance
Equipment \$ <u>165,569.00</u>	\$ <u>5,496.00</u>	\$ <u>4,350.00</u>	\$ <u>3,675.00</u>
Maintenance			
3 year \$ <u>17,126.00</u>			
4 year \$ <u>22,835.00</u>			
5 year \$ <u>28,544.00</u>			
Total Equipment Purchase/w 3 yr Maintenance \$ <u>182,695.00</u>			
Total Equipment Purchase/w 4 yr Maintenance \$ <u>188,404.00</u>			
Total Equipment Purchase/w 5 yr Maintenance \$ <u>194,113.00</u>			
	3 yr Lease/w Buyout	4 yr Lease/w Buyout	5 yr Lease/w Buyout
	\$ <u>5,496.00</u>	\$ <u>4,350.00</u>	\$ <u>3,675.00</u>
	<i>Please see following information on lease</i>	<i>see following information</i>	<i>see following information</i>

The options above will be used for evaluation purposes.

1. The monthly lease payments quoted herein assume that this will be an IRS qualified tax exempt Municipal Lease Purchase Agreement.
2. The monthly payments quoted herein assume that the State Of West Virginia is exempt from any sales and/or use taxes. If for any reason it is determined that the State of West Virginia is subject to any sales/use or other taxes as may be applicable to the lease, then, as applicable, those taxes will become due an the State Of West Virginia shall pay them as required.
3. The monthly payments herein assume that the State Of West Virginia will make payments monthly with the intial or first payment being due in advance.
4. The proposed payments as submitted for the Municipal Lease Purchase Agreement are subject to underwriting and credit approval by the Lessor.
5. The Municipal Lease Purchase Agreement assumes and End Of Lease Options To Purchase for \$1.00.
6. The proposed Monthly Lease Payments assumes completion of the Lessor's standard Municipal Lease Purchase agreement by the Lessee (State Of West Virginia).

Assumptions: Equipment Cost of \$165,569.00

3 years total of extended maintenance: \$17,126.00

4 years total of extended maintenance: \$22,835.00

5 years total of extended maintenance: \$28,544.00

TOTAL EQUIPMENT AND MAINTENANCE COST:

Assuming 3 years Maintenance: $(\$165,569 + \$17,126) = \$182,695.00$

Assuming 4 years Maintenance: $(\$165,569 + \$22,835) = \$188,404.00$

Assuming 5 years Maintenance: $(\$165,569 + \$28,544) = \$194,113.00$

MONTHLY LEASE PRICING to include in your bid response on page 10:

3 Year Lease Option Including Maintenance and end of Lease Buyout for \$1.00:

Monthly payment of \$5,496 per Month.

3 Year Lease Option Including Maintenance and end of Lease Buyout for \$1.00:

Monthly payment of \$4,350.00 per Month.

3 Year Lease Option Including Maintenance and end of Lease Buyout for \$1.00:

Monthly payment of \$3,675.00 per Month.

Please let me know if you have any questions!!

Best regards,

Bill

William M. Scopp
AMERITECH LEASING INC.
7255 W. 98th Terrace
Suite 200
Overland Park, KS 66212
913-381-3344
(F)913-381-0358
877-381-3344
wscopp



Quotation

30230201412

03/30/2010

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-salesupport@varianinc.com

Quotation For:

Melissa D. Buckley
 West Virginia Department of Agriculture
 Plant Industries Division
 4720 Brenda Lane, Bldg.11
 Charleston, WV 25312 USA
 (304) 558 - 2208 FAX: (304) 558 - 3594

Your Inquiry:	Varian Standard Terms & Conditions apply (see attached)
Payment Terms: NET 30 DAYS - 02	Quotation Expires: April 29, 2010
Shipping Method: BEST WAY - 09	Delivery Lead Time: TBD <i>45 DAYS ARO</i>
FOB: FOB DESTINATION PREPAID	Unit Price Basis: USD

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

*LC/MS Triple Quadrupole system
 HPLC Autosampler and Column
 Onsite training 5 days
 Nitrogen Gas Generator for HPLC*

Submitted by:

4E5

Don Harrington

Don Harrington

Don

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

30230201412

03/30/2010

Page: 2

West Virginia Department of Agriculture, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
Section 1 LC/MS Triple Quadrupole system						

1.01	1	0393795401	310-MS LCMSMS, TQ, ESI, 101-230V 310-MS Triple Quadrupole LC/MS, ESI, 230V	139,500.00	15.00%	118,575.00
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INCLUDES: 310-MS LC/MS triple quadrupole system (NO syringe pump or 6-port valve), API module and ESI housing; smaller capillary, control software, PC (no monitor), 1 MS40+ foreline pump, installation and 1-year warranty. The system CANNOT be upgraded to 320-MS performance or to a GC/MS configuration.
NOTE: System does NOT include HPLC pumps, autosamplers, etc.

LC Interface:

Ionization modes includes Electrospray Ionization (ESI). ESI allows full X-Y adjustment of the spray needle relative to the capillary inlet and fine adjustment of inner needle position and operates over flow range of 1 to 1000 µL/min. ESI and optional APCI spray chambers are hinged for easily and rapid switch between ionization techniques. Dual off-axis, capillary interface operates in positive or negative ionization mode.

MS Features:

310-MS modes includes full scan, Selected Ion Monitoring (SIM), Precursor (Parent) scan, Product (Daughter) scan, Neutral Loss scan, Single Reaction Monitoring (SRM), and Multiple Reaction Monitoring (MRM) with an upper operating m/z of 2000. High efficiency quadrupole mass filters (Q1 and Q3) incorporates pre- and post-filters. 180 degree path of Q2 places multiplier in true off-axis position from the source and provides a long (185 mm) collision path for efficient CID of precursor ions. Multiplier employs +/- 5kV post acceleration voltage for optimal ion collection. New extended dynamic range (EDR). Fast polarity switching. Electronic Pressure Control (EPC) for all API and CID gases. Dual stage, turbo molecular pump provides differential pumping for the source and analyzer compartments. Single foreline pump. SelecTemp programmable temperature control delivers optimum drying gas temperatures at every point in a complex analysis. The API interface with SelecTemp allows simplified setup, greater throughput, reduced contamination and improves detection of labile compounds.
SelecFlow, a programmable pressure control system, allows accurate control of gas flows by time segment to provide better sensitivity and area reproducibility for specific compounds. Both SelecTemp and SelecFlow parameters can be automatically recorded for GLP purposes.

Workstation Features:

The Varian MS Workstation software controls all MS functions and allows fully automated quantitative and qualitative analyses with standard and optional Custom Reports. The workstation also controls all HPLC options to include Varian autosamplers, pumps, and detectors.

Additional Software Available

- MassID – Spectral deconvolution of multiply charged species
- QuickAccess – Network access and functionality for multiple MS WorkStation systems for high-throughput analysis by expert or novice users.



VARIAN

Quotation

30230201412

03/30/2010

Page: 3

West Virginia Department of Agriculture, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount									
			<p>OptiPlex 960 MiniTower Computer</p> <p>Base: Intel® Core 2 Duo E8400, 3.0 GHz, 6MB L2 cache, 1333MHz FSB</p> <p>Memory: 2GB (2 x 1GB) DDR2 Non-ECC SDRAM, 800MHz, (filling 2 of 4 slots; expandable to 8GB)</p> <p>Video: Video card in PCIe bus with 1 DVI (digital) 1920x1200 max. output</p> <p>Sound: Integrated sound card and chassis mounted speaker</p> <p>Network: Integrated Intel NIC (10/100/1000 Ethernet (Intel WG82567LM LOM))</p> <p>Hard Drive: SATA 250GB,3.0GB/s, 7200 RPM with 8 MB buffer (NTFS format)</p> <p>Removable Media Storage Device: 16X DVD+/-RW SATA Drive with Roxio Creator (Dell edition)</p> <p>Floppy Drive: 1.44MB 3.5 Inch Floppy Drive</p> <p>Card Slots: 4 PCI full height slots (2 standard PCI, 1 PCIe x16 graphics, 1 PCIe x1)</p> <p>Ports: 1 VGA; 1 serial port; 2 PS2; RJ-45 network port; 10 USB 2.0 ports (2 in front, 6 in rear)</p> <p>Keyboard & Mouse: Dell USB enhanced multimedia keyboard & USB premium optical 5-button scroll mouse</p> <p>Operating System: Microsoft® Windows® XP Professional, SP2</p> <p>Hardware Support Services: 3 Year Limited Warranty (Next Business Day On-Site Service)</p> <p>Resource CD: Resources CD contains Diagnostics and Driver for Dell OptiPlex Systems</p> <p>NOTE: Minitower dimensions: H:16.10 in. x W:7.32 in.; D:16.97 in. RoHS Compliant Lead Free</p> <p>Chassis and Motherboard. Monitor or printer NOT included.</p>												
			<p>LC/MS/MS Performance Specifications</p> <table border="1"> <thead> <tr> <th>Mode</th> <th>Test Standard</th> <th>S/N*</th> </tr> </thead> <tbody> <tr> <td>+ESI SIM</td> <td>5 pg Reserpine</td> <td>10:1</td> </tr> <tr> <td>+ESI MS/MS</td> <td>5 pg Reserpine</td> <td>20:1</td> </tr> </tbody> </table> <p>*Based on RMS noise; 0.7 PWHM res</p>	Mode	Test Standard	S/N*	+ESI SIM	5 pg Reserpine	10:1	+ESI MS/MS	5 pg Reserpine	20:1			
Mode	Test Standard	S/N*													
+ESI SIM	5 pg Reserpine	10:1													
+ESI MS/MS	5 pg Reserpine	20:1													
1.02	1	0391180001	<p>SYSTEM, MODEL 212 BINARY SOLVENT</p> <p>The Varian 212-LC chromatography pump is engineered to be the most stable and reliable analytical LC/MS pump in the laboratory today. This binary pumping system is the ideal liquid chromatography solution for environmental samples, small molecule pharmaceuticals and various industrial process samples.</p> <p>The pumping system features:</p> <ul style="list-style-type: none"> - Patented self-aligning pump seal design for long seal life - Self priming design for reliability and ease-of-use - Rugged, stackable metal boxes for small lab bench footprint - Controlled by MS Workstation Software (version 6.6 or higher) for full integration with Varian MS units, complete GLP-type run logs, and optional full Audit Trail (21CFR11) <p>The pumping system performance:</p> <ul style="list-style-type: none"> - Settable gradient flow rate range: 100 µL/min to 2.0 mL/min (0.001 mL/min increments) - Settable isocratic flow rate range: 0.001 mL/min to 2.0 mL/min (0.001 mL/min increments) - Maximum pressure: 400 Bar (6000 psi) 	18,900.00	15.00%	16,065.00									



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Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
			<ul style="list-style-type: none"> - Flow precision: ±1.5 % - Flow accuracy: ± 1 % or ± 1 µL/min. whichever is greater - Gradient composition accuracy: < ±1% absolute (10% step test, water @ 200 µL/min 2000 psi) - Gradient compositional precision: < ±1% absolute (10% step test, water @ 200 µL/min 2000 psi) - Pressure pulsation: <1.0% P/P (200 µL/min, 2000 psi) <p>Note: Unless otherwise indicated specified values apply from 100 to 400 µL/min.</p> <p>The 212-LC system includes: 2 Dual piston pumps, 150µL mixer, damper, 10µ inlet filters, communication cables, and connecting tubing.</p> <p>Required accessory (not included): Degasser</p>			
1.03	1	A6313	In-line degasser, 2 channel, 1mL/min When stock=0; use p/n AL590500.	2,420.00	15.00%	2,057.00
Section Total \$						136,697.00

Section 2 HPLC Autosampler and Column

2.01	1	9300014800	460-LC Autosampler, 95-240V	13,500.00	15.00%	11,475.00
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Varian 460-LC AutoSampler
Includes: 84+3 sample tray; RS-422 cable; USA and Euro power cables, etc.

The 460-LC AutoSampler for LC-MS systems offers many features for maximum laboratory productivity.

- Handles a variety of well plates and sample vials, open or sealed
- Thorough sample cooling and heating - available as an option
- Efficient needle wash for low carry-over

The compact, stackable design and its economic pricing make this the ideal autosampler for many laboratories!

The 460-LC AutoSampler offers the best of both worlds. It is intelligent for research applications yet rugged enough for routine quality control work. With Pressure Assisted Sampling Aspiration (PASATM), the 460-LC AutoSampler applies pressure within the vial while the sample is withdrawn by a high resolution syringe. Air bubbles and in-vial vacuum problems are eliminated resulting in excellent reproducibility.

Flexible and Reliable

The 460-LC AutoSampler's three injection modes combine flexibility, available sample volume, and precision.

Choose from:

Full Loop - overfills the sample loop for maximum precision.

Partial Loop - program variable injection volumes easily.

Microliter Pickup - withdraws the exact amount to be injected without sample loss (with "84+3" standard sample tray).



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Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
<p>Compact and Easy-to-Use The stackable design and compact design saves bench space. Access to the syringe, injector, and needle is easy with the lift-up front panel and removable top cover.</p> <p>Interchangeable Sample Trays The "84+3" sample tray holds 84 vials 2 mL vials + 3 vials 10 mL and is the standard autosampler tray. It is a double-wide tray and cannot be used with other trays. Other optional trays include: 48 Vials (2 mL), 12 Vials (10 mL), 96 High or Low Well Plates, and 384 Low Well Plates. The autosampler holds two sample trays (but is limited to one "84+3" tray).</p> <p>Auto Mix Sample Preparation Internal standard addition, sample dilution, or derivatization steps are easily programmed to reduce sample preparation time and errors associated with manual procedures when used in conjunction with the Adapter tray. Using vial-to-vial transfers or dedicated large volume reagent vials, the 460-LC AutoSampler accomplishes many types of sample preparation routines. The standard "84+3" sample tray accommodates both sample vials and reagent vials in one tray set.</p>						
2.02	1	A6002250X046	Pursuit XRs 10u C18 250 x 4.6mm *****	579.00	15.00%	492.00

Section Total \$ 11,967.00

Section 3 Onsite training 5 days

3.01	1	CSBONSTZ05	5 Days Training at Customer Site, Zone 1 2nd Day Discount =33% - 3rd thru 5th Day >36%	9,188.00	15.00%	7,810.00
<p>Purchase of consecutive days of onsite training includes significant savings. Training must be done on consecutive days in order for discount to apply. This cannot be combined with any other discounting offer.</p>						

Section Total \$ 7,810.00

Section 4 Nitrogen Gas Generator for HPLC

4.01	1	DHUHPLCMS12W	NITROGEN GAS GENERATOR w/ DOMNICK-HUNTER MODEL G4-510W.	10,700.00	15.00%	9,095.00
<p>Nitrogen Generator w/ Built-in Air Compressor, 115V. Produces 12L/min of 99.5% nitrogen at 100 psig.</p> <p>Domnick Hunter LC/MS nitrogen generators are specifically designed to meet the gas flow, purity and pressure requirements of the latest generation of LC/MS instruments. Utilizing the pressure swing adsorption (PSA) technique, the generators provide a continuous stream of clean, dry nitrogen without the need for secondary purification</p>						



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Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
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and are fully compatible with all known APCI and ESI interfaces. This model features an integral oil-free compressor, giving increased security of supply, completely removing the reliance on external air supplies.

Features:

- Suitable for nebulizing, sheath and drying gas
- Integral oil-free compressor
- Fully regenerative, proven durability PSA technology
- Phthalate-free
- Soundproofed compressor box
- Digital interface
- CE, UL and CRN approved
- Global manufacturing support

Benefits:

- Improved instrument performance - Guaranteed consistent nitrogen purity improves stability and ensures greater reproducibility of results
- Low and stable gas supply costs - Payback in less than 18 months
- Security of supply - Integral oil-free compressors removes the reliance on dedicated compressed air supplies
- Reduced Health and Safety risks - No manual handling or high pressure gas storage
- Peace of mind - Service contracts and extended warranty available
- Effortless operation - Gas at the push of a button
- Space saving - Fits under bench
- Expert advice - Dornick Hunter has over 20 years experience of with PSA system designs

Section Total \$	9,095.00
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Quotation Total \$	165,569.00
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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: 30230201412

10% Purchase Options

36 Months	48 Months	60 Months
\$4,791	\$3,728	\$3,101

\$1.00 Purchase Options

36 Months	48 Months	60 Months
\$5,198	\$4,023	\$3,327

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



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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:

Melissa D. Buckley
 West Virginia Department of Agriculture
 Plant Industries Division
 4720 Brenda Lane, Bldg.11
 Charleston, WV 25312
 (304) 558 - 2208 FAX: (304) 558 - 3594

Your Inquiry:	Varian Standard Terms & Conditions apply (see attached)
Payment Terms:	Quotation Expires: May 2, 2010
Shipping Method: <i>N/A</i>	Delivery Lead Time: TBD
FOB: <i>N/A</i>	Unit Price Basis: USD

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

- 3 years of Service
- 4 years of Service
- 5 years of Service

Submitted by:

4E5

Don Harrington

Don Harrington

WCS

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



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West Virginia Department of Agriculture, Charleston, WV

Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
Section 1 3 years of Service						
1.01	1	MS310SUP2YR	2 yrs ExtendCare -310 Series MS only (excludes: GC,LC)	14,040.00		14,040.00
1.02	1	LC212SUP2YR	2 yrs ExtendCare-212 LC pump 3 yrs of ExtendCare	1,330.00		1,330.00
<p>3 years total support when sold with the purchase of a new Varian system. Price includes a 20% discount on the second year. This cannot be combined with any other discounting offers.</p> <p>This ExtendCare Agreement provides and all Parts, Labor, Travel and Emergency visits within 101 miles of a Varian service center. A preventive maintenance (PM) visit is not included. Parts exclusions are noted in Terms & Conditions. Additional travel charges if applicable will be listed separately. All work is performed by Varian Factory-trained Field Support Representatives. Accessory support sold separately.</p>						
1.03	1	LC410SUP2YR	2 yrs ExtendCare-410/400 3 yrs of ExtendCare	1,756.00		1,756.00
<p>3 years total support when sold with the purchase of a new Varian system. Price includes a 20% discount on the second year. This cannot be combined with any other discounting offers.</p> <p>This RepairCare Agreement provides and all Parts, Labor, Travel and Emergency visits within 101 miles of a Varian service center. A preventive maintenance (PM) visit is not included. Parts exclusions are noted in Terms & Conditions. Additional travel charges if applicable will be listed separately. All work is performed by Varian Factory-trained Field Support Representatives. Accessory support sold separately.</p>						
Section Total \$						17,126.00

Section 2 4 years of Service						
2.01	1	MS310SUP4YR	4 yrs ExtendCare-310 Series MS only (excludes: GC,LC)	23,400.00	20.00%	18,720.00
2.02	1	LC212SUP4YR	4 yrs ExtendCare-212 LC pump 5 yrs of ExtendCare	2,218.00	20.00%	1,774.00
<p>5 years total support when sold with the purchase of a new Varian system. Price includes a 25% overall discount; 4 years for the price of 3. This cannot be combined with any other discounting offers.</p> <p>This RepairCare Agreement provides and all Parts, Labor, Travel and Emergency visits within 101 miles of a Varian service center. A preventive maintenance (PM) visit is not included. Parts exclusions are noted in Terms & Conditions. Additional travel charges if applicable will be listed separately. All work is performed by Varian Factory-trained Field Support Representatives. Accessory support sold separately.</p>						



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Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
2.03	1	LC410SUP4YR	4 yrs ExtendCare-410/400 5 yrs of ExtendCare	2,926.00	20.00%	2,341.00
<p>5 years total support when sold with the purchase of a new Varian system. Price includes a 25% overall discount; 4 years for the price of 3. This cannot be combined with any other discounting offers.</p> <p>This RepairCare Agreement provides and all Parts, Labor, Travel and Emergency visits within 101 miles of a Varian service center. A preventive maintenance (PM) visit is not included. Parts exclusions are noted in Terms & Conditions. Additional travel charges if applicable will be listed separately. All work is performed by Varian Factory-trained Field Support Representatives. Accessory support sold separately.</p>						
Section Total \$						22,835.00

Section 3 5 years of Service

3.01	1	MS310SUP4YR	4 yrs ExtendCare-310 Series MS only (excludes: GC,LC)	23,400.00		23,400.00
3.02	1	LC212SUP4YR	4 yrs ExtendCare-212 LC pump 5 yrs of ExtendCare	2,218.00		2,218.00
<p>5 years total support when sold with the purchase of a new Varian system. Price includes a 25% overall discount; 4 years for the price of 3. This cannot be combined with any other discounting offers.</p> <p>This RepairCare Agreement provides and all Parts, Labor, Travel and Emergency visits within 101 miles of a Varian service center. A preventive maintenance (PM) visit is not included. Parts exclusions are noted in Terms & Conditions. Additional travel charges if applicable will be listed separately. All work is performed by Varian Factory-trained Field Support Representatives. Accessory support sold separately.</p>						
3.03	1	LC410SUP4YR	4 yrs ExtendCare-410/400 5 yrs of ExtendCare	2,926.00		2,926.00
<p>5 years total support when sold with the purchase of a new Varian system. Price includes a 25% overall discount; 4 years for the price of 3. This cannot be combined with any other discounting offers.</p> <p>This RepairCare Agreement provides and all Parts, Labor, Travel and Emergency visits within 101 miles of a Varian service center. A preventive maintenance (PM) visit is not included. Parts exclusions are noted in Terms & Conditions. Additional travel charges if applicable will be listed separately. All work is performed by Varian Factory-trained Field Support Representatives. Accessory support sold separately.</p>						

Section Total \$ 28,544.00

Quotation Total \$ 68,505.00



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Item	Qty	Part Number	Product Description	Unit Price	Discount	Amount
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West Virginia Department of Agriculture, Charleston, WV

Financing Alternatives

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Below are estimated monthly payments for different leasing options based on Quotation: 30230201414

10% Purchase Options

36 Months	48 Months	60 Months
\$2,007	\$1,568	\$1,298

\$1.00 Purchase Options

36 Months	48 Months	60 Months
\$2,173	\$1,685	\$1,390

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.

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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

TERMS AND CONDITIONS OF SALE

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.

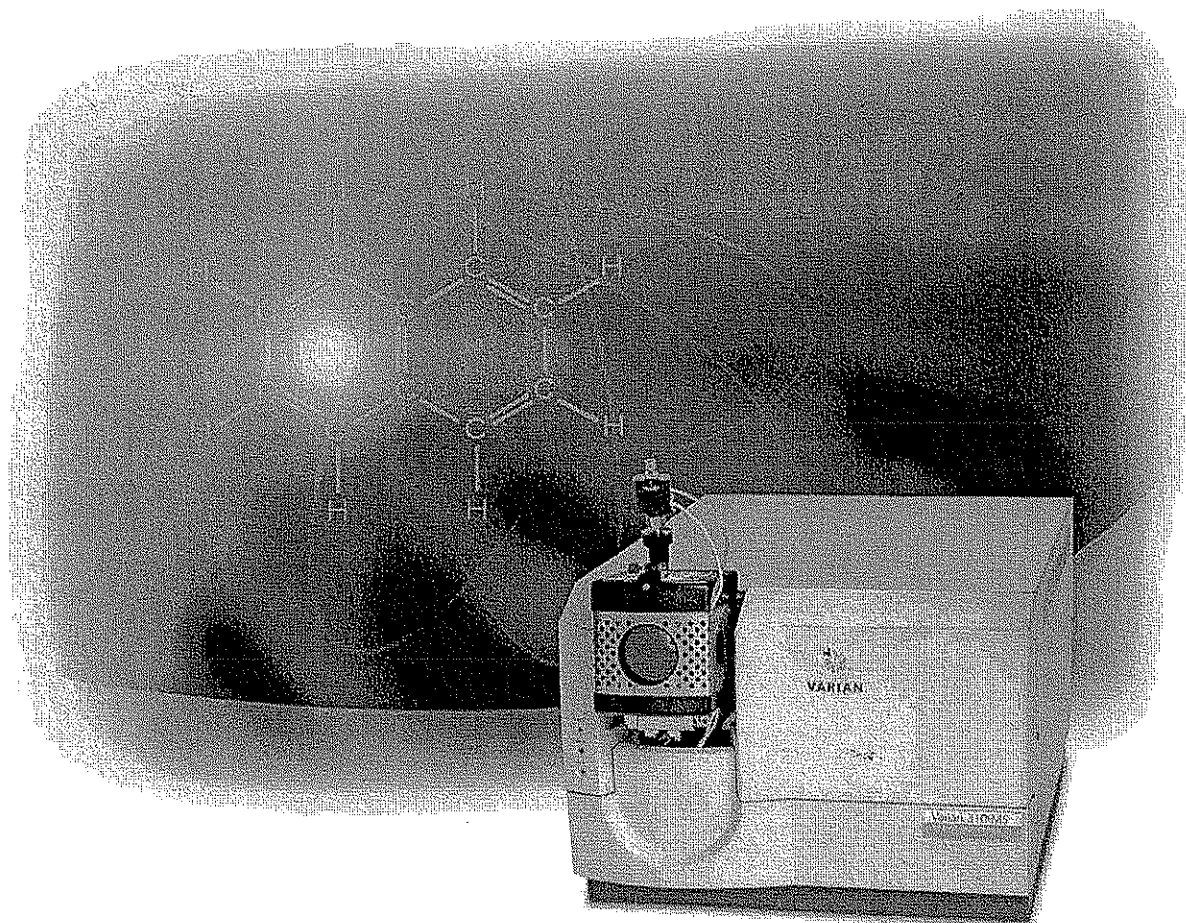
If this Contract concerns the sale of Products to be delivered to U.S. destinations, it shall be governed by the laws of the State of California, U.S.A. (excluding choice of law rules and the provisions of the Convention for the International Sale of Goods (CISG)). Any dispute or claim arising out, relating 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.

LC/MS/MS

VARIAN, INC.

310-MS

TRIPLE QUADRUPOLE LC MASS SPECTROMETER



VARIAN



VARIAN, INC.

310-MS

Unsurpassed commitment to innovation

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

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

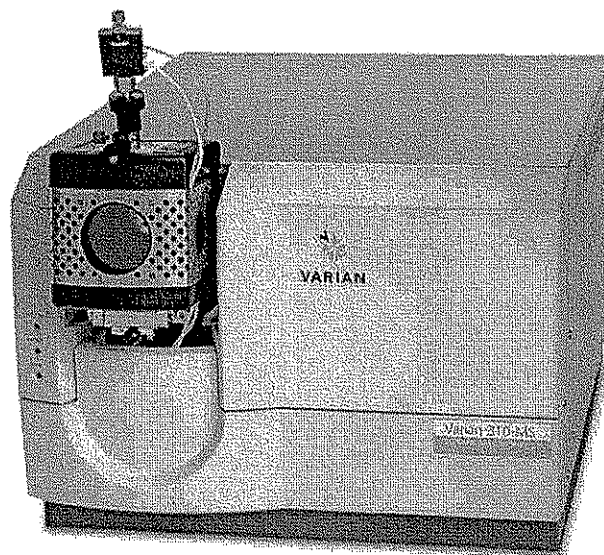
The Varian 300 Series is the next generation of Varian's triple quadrupole product line, delivering MS/MS selectivity at a price you can afford. The option to quickly change your LC source from ESI to APCI offers a flexible and robust quadrupole MS system that can deliver precisely the information you need.

Triple quad performance in a single quad size

The Varian 310-MS is a rugged, reliable tandem mass spectrometer to match your budget and your needs - all in less than 72 cm (28 inches) of linear bench space.

For high-throughput, routine analyses, structural confirmations or analyses involving challenging, complex matrices, the 310-MS delivers outstanding MS/MS performance for cost-conscious laboratories.

Varian's patent-pending, computer-controlled gas temperature (SelectTemp™) and flow (SelectFlow™) give you the flexibility to develop methods with greater ruggedness and sensitivity. And you get the flexibility and selectivity of a triple quadrupole instrument in the size of a single quad.



The Varian 310-MS LC/MS/MS offers the selectivity of tandem mass spectrometry in the size of a single quadrupole instrument.

VARIAN, INC.

310-MS LC/MS

Big performance in the smallest

Ultimate MS/MS Selectivity

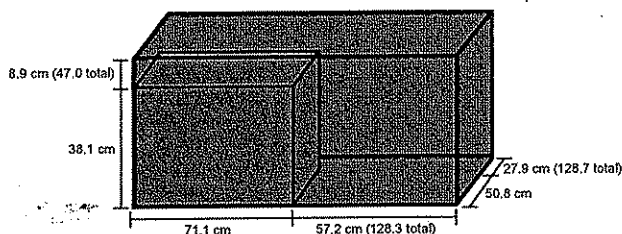
The multiple MS/MS scan modes available on the 310-MS offer several advantages over single quadrupole mass spectrometers. Selective Reaction Monitoring (SRM) provides greater sensitivity for demanding applications in complex matrices. Neutral loss and parent scan modes deliver increased sensitivity and specificity for high throughput structural confirmations.

The 310-MS also features:

- **High performance quadrupoles**
Pre- and post-ion guides improve transmission efficiency. The absence of lenses simplifies tuning and improves signal.
- **Single dual-stage, turbomolecular pump**
Split flow, differential pumping for the source and analyzer creates a compact, economical instrument.
- **Ultra-low noise detector**
Directly aligned with the ion path for better sensitivity and lower detection limits.
- **Long, 180° curved collision cell**
185 mm path ensures efficient dissociation for greater signal and reduced noise.

Compact Productivity

The linear footprint of the 310-MS is one of the smallest of any triple quad LC/MS – under 72 centimeters (28 inches). A smaller footprint means more space for a safer, less cluttered working environment or even another instrument to increase your productivity.

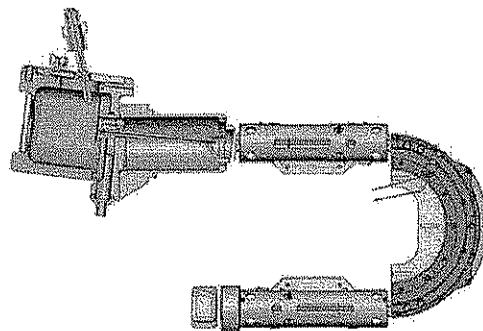


■ Varian 310-MS ■ Instrument X*

Robust Performance

The 310-MS delivers robust performance with low noise and less maintenance. The patented API interface, with its dual off-axis needle and capillary provides efficient desolvation with minimum contamination.

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



The unique geometry of the 310-MS reduces noise and increases sensitivity.

Flexible, Rugged, Sensitive

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

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

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

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

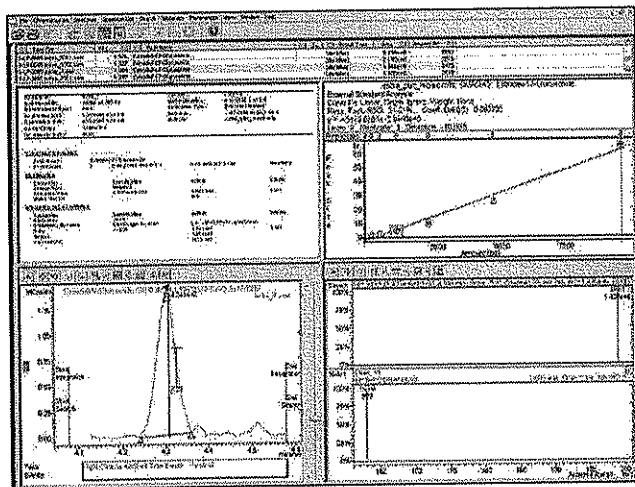
package

The complete solution...

More power with Varian MS workstation software

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

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



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

HPLC Pumps

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

HPLC Detectors

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

Autosamplers

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

HPLC Columns

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

VARIAN, INC.

310-MS

TRIPLE QUADRUPOLE LC MASS SPECTROMETER

Varian, Inc. – Supporting Customers Worldwide

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

- Comprehensive programs that include a full range of services – from minor repairs, to complex applications development and training.
- Factory-qualified Field Support Representatives and Specialists, specifically chosen for each installation.
- Global support teams strategically located around the world.

To learn more about Varian's industry leading customer support, visit our Web site at www.varianinc.com/support

Varian, Inc. – Serving Markets Worldwide

Biosciences

Pharmaceuticals

Clinical Research and Forensics

Food and Agriculture

Chemical Analysis

Environmental

Fuels and Energy

Material Sciences

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: 55.11.3845.0444

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



VARIAN

INCLUDES: 310-MS LC/MS triple quadrupole system (NO syringe pump or 6-port valve), API module and ESI housing; smaller capillary, control software, PC (no monitor), 1 HS-652 foreline pump, installation, onsite training (2 days - covering theory, operation, and maintenance), and 1-year warranty. The system CANNOT be upgraded to 320-MS performance or to a GC/MS configuration.

NOTE: System does NOT include HPLC pumps, autosamplers, etc.

LC Interface:

Ionization modes includes Electrospray Ionization (ESI). ESI allows full X-Y adjustment of the spray needle relative to the capillary inlet and fine adjustment of inner needle position and operates over flow range of 1 to 1000 $\mu\text{L}/\text{min}$. ESI and optional APCI spray chambers are hinged for easily and rapid switch between ionization techniques. Dual off-axis, capillary interface operates in positive or negative ionization mode.

MS Features:

310-MS modes includes full scan, Selected Ion Monitoring (SIM), Precursor (Parent) scan, Product (Daughter) scan, Neutral Loss scan, Single Reaction Monitoring (SRM), and Multiple Reaction Monitoring (MRM) with an upper operating m/z of 2000. High efficiency quadrupole mass filters (Q1 and Q3) incorporates pre- and post-filters. 180 degree path of Q2 places multiplier in true off-axis position from the source and provides a long (185 mm) collision path for efficient CID of precursor ions. Multiplier employs +/- 5kV post acceleration voltage for optimal ion collection. New extended dynamic range (EDR). Fast polarity switching (240 msec). Electronic Pressure Control (EPC) for all API and CID gases. Dual stage, turbo molecular pump provides differential pumping for the source and analyzer compartments. Single foreline pump. SelecTemp programmable temperature control delivers optimum drying gas temperatures at every point in a complex analysis. The API interface with SelecTemp allows simplified setup, greater throughput, reduced contamination and improves detection of labile compounds. SelecFlow, a programmable pressure control system, allows accurate control of gas flows by time segment to provide better sensitivity and area reproducibility for specific compounds. Both SelecTemp and SelecFlow parameters can be automatically recorded for GLP purposes.

Workstation Features:

The Varian MS Workstation software controls all MS functions and allows fully automated quantitative and qualitative analyses with standard and optional Custom Reports. The workstation also controls all HPLC options to include Varian autosamplers, pumps, and detectors.

Additional Software Available

- MassID – Spectral deconvolution of multiply charged species
- QuickAccess – Network access and functionality for multiple MS WorkStation systems for high-throughput analysis by expert or novice users.

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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.

LC/MS/MS Performance Specifications

Mode	Test Standard	S/N*
+ESI SIM	5 pg Reserpine	100:1
+ESI MS/MS	5 pg Reserpine	100:1

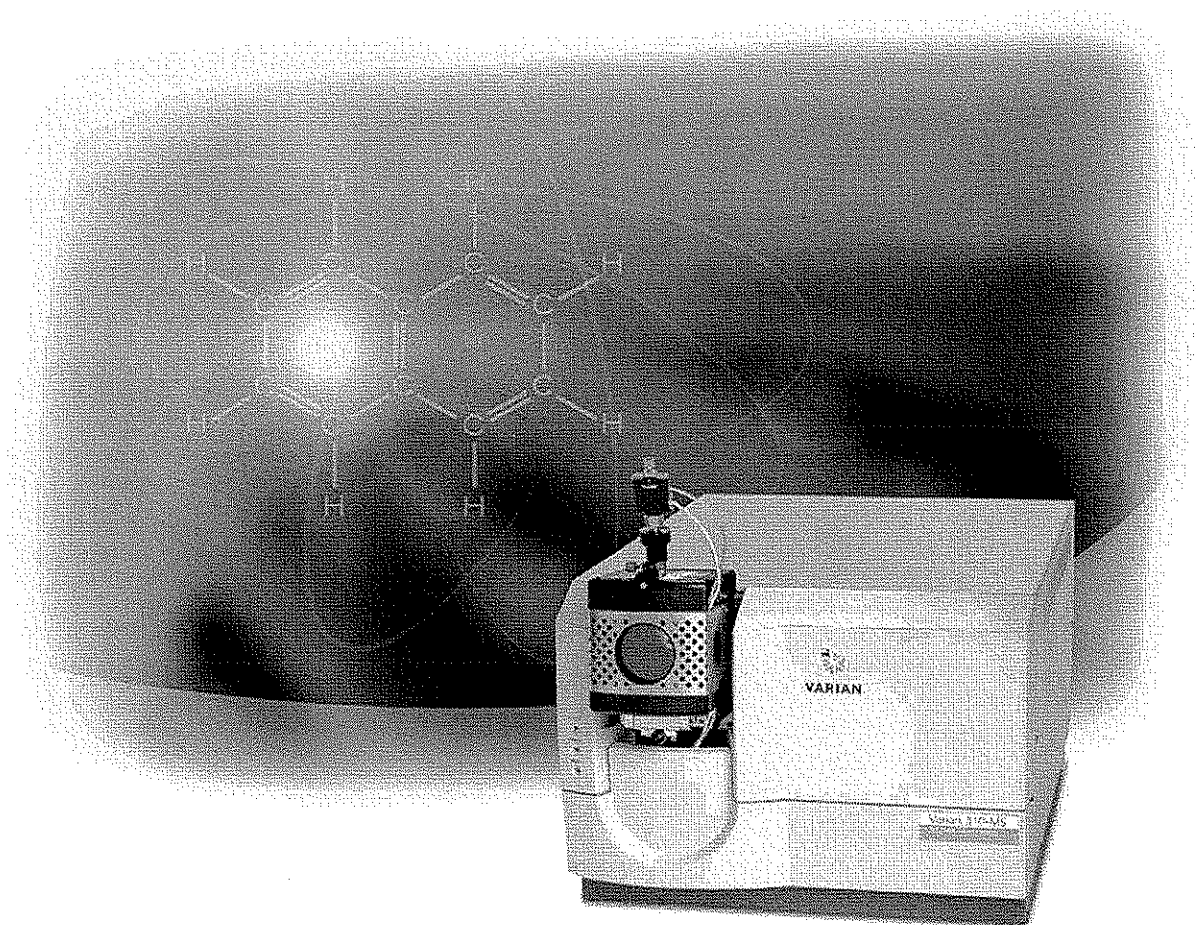
*Based on RMS noise; 0.7 PWHM res

LC/MS/MS

VARIAN, INC.

310-MS

TRIPLE QUADRUPOLE LC MASS SPECTROMETER



VARIAN



VARIAN, INC.

310-MS

Unsurpassed commitment to innovation

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

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

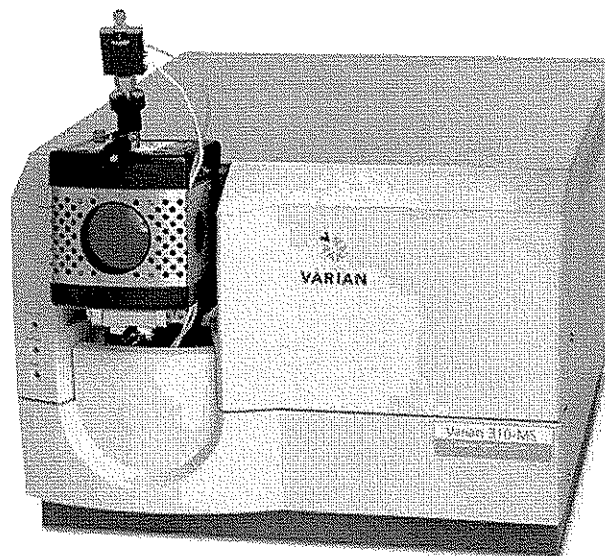
The Varian 300 Series is the next generation of Varian's triple quadrupole product line, delivering MS/MS selectivity at a price you can afford. The option to quickly change your LC source from ESI to APCI offers a flexible and robust quadrupole MS system that can deliver precisely the information you need.

Triple quad performance in a single quad size

The Varian 310-MS is a rugged, reliable tandem mass spectrometer to match your budget and your needs - all in less than 72 cm (28 inches) of linear bench space.

For high-throughput, routine analyses, structural confirmations or analyses involving challenging, complex matrices, the 310-MS delivers outstanding MS/MS performance for cost-conscious laboratories.

Varian's patent-pending, computer-controlled gas temperature (SelecTemp™) and flow (SelecFlow™) give you the flexibility to develop methods with greater ruggedness and sensitivity. And you get the flexibility and selectivity of a triple quadrupole instrument in the size of a single quad.



The Varian 310-MS LC/MS/MS offers the selectivity of tandem mass spectrometry in the size of a single quadrupole instrument.

VARIAN, INC.

310-MS LC/MS

Big performance in the smallest

Ultimate MS/MS Selectivity

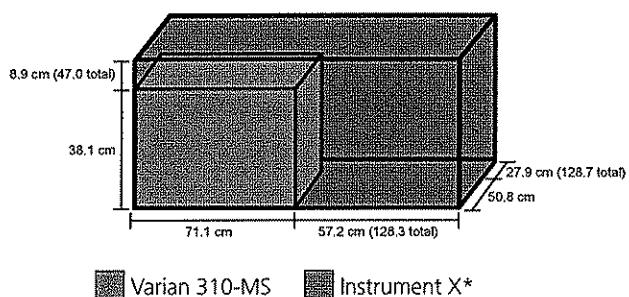
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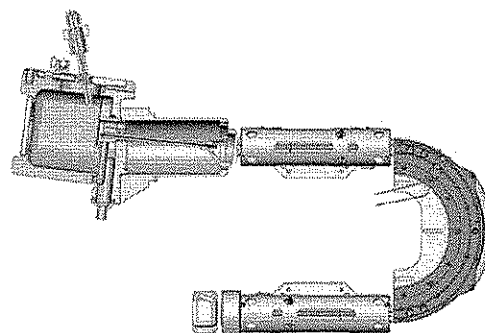
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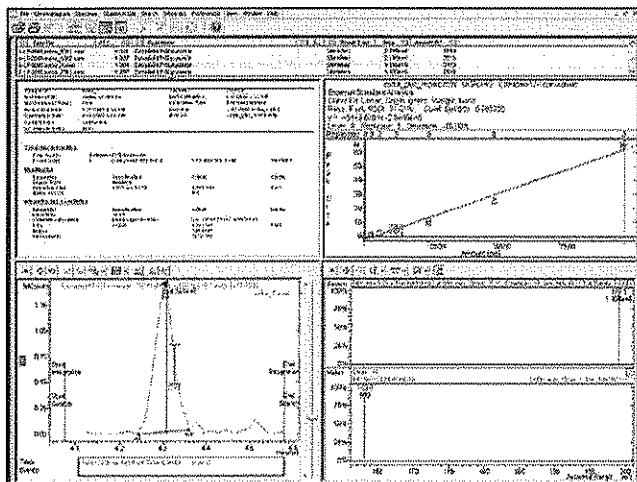
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VARIAN, INC.

310-MS

TRIPLE QUADRUPOLE LC MASS SPECTROMETER

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Varian, Inc. – Serving Markets Worldwide

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Pharmaceuticals

Clinical Research and Forensics

Food and Agriculture

Chemical Analysis

Environmental

Fuels and Energy

Material Sciences

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Latin America Brazil: 55.11.3845.0444

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VARIAN

INCLUDES: 310-MS LC/MS triple quadrupole system (NO syringe pump or 6-port valve), API module and ESI housing; smaller capillary, control software, PC (no monitor), 1 HS-652 foreline pump, installation, onsite training (2 days - covering theory, operation, and maintenance), and 1-year warranty. The system CANNOT be upgraded to 320-MS performance or to a GC/MS configuration.

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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.

LC/MS/MS Performance Specifications

Mode	Test Standard	S/N*
+ESI SIM	5 pg Reserpine	100:1
+ESI MS/MS	5 pg Reserpine	100:1

*Based on RMS noise; 0.7 PWHM res

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.

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: _____ Signed: _____
Date: _____ Title: _____

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

N/A to Varian, Inc

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Varian, Inc.Authorized Signature: Andrew Stimpf Date: 4/8/10State of CaliforniaCounty of Contra Costa, to-wit:Taken, subscribed, and sworn to before me this 8th day of April, 2010.My Commission expires 6-17-2011, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC S. Grantz