



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  
 LBS11143

PAGE  
 1

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

VENDOR

\*105131047 410-247-5885  
 GERSTEL INC  
 701 DIGITAL DR STE J  
 LINTHICUM MD 21090

SHIP TO

HEALTH AND HUMAN RESOURCES  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED 05/02/2011	TERMS OF SALE NET 30	SHIP VIA	F.O.B. DESTINATION	FREIGHT TERMS
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BID OPENING DATE: 06/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		493-99	\$ 178,033	\$ 147,168.05
INTEGRATED GERTSEL XT MULTI PURPOSE SAMPLER WITH AN  AGILENT 7890 GAS CHROMATOGRAPH (GC)/AGILENT 5975 MASS SPECTROPHOTOMETER (MS) INSTRUMENT SYSTEM AND SOFTWARE OR EQUAL, PER ATTACHED SPECIFICATION AND LRN-C CONFIGURATION REQUIREMENTS.						
0002	1	JB		493-99	\$ 4,498	\$ 2,698
ON-SITE DELIVERY AND INSTALLATION OF INTEGRATED  GC/MS WITH SAMPLER AND SOFTWARE CONFIGURED TO MEET LRN-C REQUIREMENTS TO THE CHEMICAL THREAT PREPAREDNE OFFICE, OFFICE OF LABORATORY SERVICES LOCATED AT 4710 CHIMNEY DRIVE, CHARLESTON, WEST VIRGINIA, 25302						
0003	1	JB		493-99	INCLUDED	INCLUDED
ON-SITE MAINTENANCE AND TELEPHONE SUPPORT DURING  VENDOR'S NORMAL BUSINESS HOURS FOR INTEGRATED GC/MS WITH SAMPLER AND SOFTWARE FOR ONE YEAR FROM DATE OF INSTALLATION  THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH, OFFICE OF LABORATORY SERVICES,						

RECEIVED  
 2011 MAY 20 P 1:05  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 410 247 5885	DATE 16 MAY 2011
TITLE SALES MANAGER	FEIN 51-0356386	ADDRESS CHANGES TO BE NOTED ABOVE

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



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05/02/2011	NET 30		DESTINATION	

BID OPENING DATE: **06/15/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CHEMICAL THREAT PREPAREDNESS OFFICE IS SEEKING VENDOR QUOTATIONS FOR PROVIDING A LABORATORY RESPONSE NETWORK-CHEMICAL (LRN-C) INTEGRATED INSTRUMENT SYSTEM PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS.</p> <p>THE INSTRUMENT WILL BE SHIPPED TO:            WV DEPARTMENT OF HEALTH &amp; HUMAN RESOURCES            EPH/OLS/CHEMICAL THREAT PREPAREDNESS OFFICE            4710 CHIMNEY DRIVE            CHARLESTON, WV 25302</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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 05/20/2011. 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:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **410-247-5885** DATE **16 MAY 2011**

TITLE **SALES MANAGER** FEIN **51-0356386** ADDRESS CHANGES TO BE NOTED ABOVE

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05/02/2011	NET 30		DESTINATION	

BID OPENING DATE: 06/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25305  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.  VENDOR PREFERENCE CERTIFICATE  THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a>  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 410 247 5885	DATE 16 May 2011
TITLE SALES MANAGER	FEIN 51-0356386	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **06/15/2011**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----LBS11143-----</p> <p>BID OPENING DATE:-----06/15/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  <b>410 247 5887</b></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):  <b>DAVID SINGER</b></p> <p>***** THIS IS THE END OF RFQ    LBS11143    ***** TOTAL:    <u>\$149,866<sup>05</sup></u></p> <p style="text-align: right;"><b>Delivery 60 DAYS A20</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE <b>410 247 5885</b>	DATE <b>16 MAY 2011</b>
TITLE <b>Sales Manager</b>	FEIN <b>51-0356386</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

## **SPECIFICATIONS**

The State of West Virginia, Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Laboratory Services (OLS), Chemical Threat Preparedness Office (TP) is seeking vendor quotations for providing a Laboratory Response Network-Chemical (LRN-C) integrated instrument system per the following specifications and requirements.

### **PURPOSE**

OLS is a LRN-C laboratory funded in part by the Centers for Disease Control and Prevention (CDC). CDC has allotted funding to LRN-C laboratories to replace gas chromatography-mass spectrometry instrument capability that will reach the end of its service life in November 2013. Funding is dependent upon laboratories purchasing a LRN-C integrated instrument system that is supported by the Centers for Disease Control and Prevention (CDC) LRN-C Program and configured to meet the following LRN-C requirement:

- Integrated gas chromatograph (GC)-mass spectrophotometer (MS) with sampler solution and software capable of meeting LRN-C network requirements of being an Agilent 7890/5975 system equipped with a GERSTEL XT single rail dual head sampler, or equal

### **VENDOR REQUIREMENTS**

1. Vendor will provide supporting document(s) of having a minimum of one (1) year experience providing LRN-C Program required instrument systems to LRN-C laboratories.
2. Vendor will provide supporting document(s) to confirm that it is knowledgeable of the LRN-C network requirements regarding integrated GC/MS with sampler and software solution capabilities.

### **DELIVERABLE #1**

Vendor will provide an Agilent GC7890/MS5975 system equipped with a GERSTEL XT single rail dual head sampler, or equal, that meets all of the following mandatory specifications and LRN-C configuration requirements.

#### **GC Specifications:**

1. GC will be Agilent 7890, or equal
2. GC will include Agilent GC Model #7890 mainframe, or equal.
3. GC will include split/splitless inlet with a flip top type sealing system.
4. GC will include nitrogen cryogenic cooling for oven.
5. GC will include mass spectrophotometer interface (capillary direct).
6. GC will include factory plumbing for rapid installation.
7. GC will include exhaust deflector.
8. GC will include a cryo-trap with GC specific on-board electronics as a temperature controller for GC column.

LBS11143 - Laboratory Response Network-Chemical Instrument System

**MS Specifications:**

- 1. MS will be Agilent MS Model #5975 electron ionization performance turbo model, or equal.
- 2. MS will include ion gauge controller.
- 3. MS will include National Institute of Standards and Technology spectral library.

**Sampler Specifications:**

- 1. Sampler will be a dual head single rail Gerstel XT Multi Purpose Sampler, or equal.
- 2. Sampler will include GC mounting brackets.
- 3. Sampler will include syringe kit.
- 4. Sampler will include headspace upgrade.
- 5. Sampler will include a minimum of 250 µL and maximum of 1,000 µL syringe.
- 6. Sampler will include remote start cable.
- 7. Sampler sample tray will hold a minimum of 24 and maximum of 40 vials and the openings on the sample tray will hold a minimum of 10 mL and maximum of 20 mL sample vials.
- 8. Sampler will include peltier type tray holder.
- 9. Sampler will include solvent reservoir.
- 10. Sampler will include wash station.
- 11. Sampler will include solid phase micro-extraction (SPME).
- 12. Sampler will include dewar type adapter.

**GC/MS Software Specifications:**

- 1. GC/MS software will be compatible with and operate sampler provided by vendor.
- 2. GC/MS software will include headspace sampling.
- 3. GC/MS software will include liquid sample automation capabilities.

**GC/MS/Sampler/Software Configuration/Integration Specifications:**

Vendor will use these specifications to configure and integrate gas chromatograph, mass spectrophotometer, sampler, and software.

**DELIVERABLE #2**

Vendor will deliver and install integrated GC/MS with sampler and software to the Chemical Threat Preparedness Office, Office of Laboratory Services located at 4710 Chimney Drive, Charleston, West Virginia.

**DELIVERABLE #3**

Vendor will provide on-site maintenance within 72 hours and telephone support within 24 hours during vendor's normal business hours for integrated GC/MS with sampler and software for one year from date of installation.

**BID REQUIREMENTS**

LBS11143 - Laboratory Response Network-Chemical Instrument System

1. Vendor will complete, sign, and date the Bid Price Sheet provided.
2. Vendor will provide technical specifications and documentation that contains specific language depicting that integrated GC/MS with sampler instrument and software to be provided meets the requirements herein if bidding on an "or equal" product.

**BID EVALUATION**

OLS will use the Total Bid Price on the Bid Price Sheet to award a contract to the lowest bidder that meets specifications.

ATTACHMENT

P.O.# \_\_\_\_\_

RFQ LBS11143

Out 5/16/11

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] 16 MAY 2011

Signature Date

SALES MANAGER

Title

GERSTEL, INC

Company Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

**AGREEMENT ADDENDUM**

WV-96  
Rev. 10/07

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: GERSTEL, Inc.

Signed: [Signature]

Title: SALES MANAGER

Date: 16 MAY 2011



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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 \*105131047      410-247-5885  
**GERSTEL INC**  
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DATE PRINTED <b>05/04/2011</b>	TERMS OF SALE <b>NET 30</b>	SHIP VIA	F.O.B. <b>DESTINATION</b>	FREIGHT TERMS
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BID OPENING DATE: **06/15/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO CLARIFY THE BID OPENING DATE. THE BID OPENING DATE IS 06/15/2011 AT 1:30 PM.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	EA	493-99	INTEGRATED GERTSEL XT MULTI PURPOSE SAMPLER WITH AN	\$ 178,033	\$ 147,168 <sup>05</sup>
0002	1	JB	493-99	ON-SITE DELIVERY AND INSTALLATION OF INTEGRATED	\$ 4,498	2,698

PAGE 1 OF 2  
 DWX  
 5/16/11

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>[Signature]</b>	TELEPHONE <b>4102475885</b>	DATE <b>16 MAY 2011</b>
TITLE <b>SALES MANAGER</b>	FERN <b>51-0356386</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO.: ..... LBS 11143

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 ...X

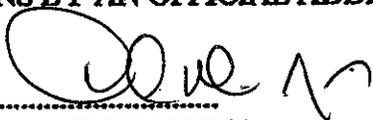
NO. 2 .....

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. 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.



.....  
SIGNATURE

GERSTEL, INC.

.....  
COMPANY

16 MAY 2011

.....  
DATE

REV. 11/96

Page 2 of 2  
Duj  
5/16/11



GERSTEL, Inc.  
701 Digital Drive, Suite J  
Linthicum, MD 21090

☎ 410.247.5885  
☎ 410.247.5887  
@ sales@gerstelus.com  
🌐 www.gerstelus.com

May 16<sup>th</sup> 2011

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

State of West Virginia Department of Purchasing and Procurement:

GERSTEL, Inc. is the sole-source vendor for the referenced analytical system GERSTEL Quotation Q0015714 dated May 16<sup>th</sup>, 2011. This system integrates GERSTEL's Dual Head Single Rail (DHSR) PrepStation system with Cold Trap into the Agilent GC/MSD Platform.

This DHSR platform is specially configured to provide a completely integrated and applicated system, with single user interface through the MAESTRO/Chemstation (GC/MS) integration package. Further, the new DHSR includes the latest in firmware with the newly released XT board. This board is the basis for all new accessories going forward and will be the platform for the next 5 years. Older systems do not include this board and components necessary to support the older systems will eventually be exhausted.

GERSTEL's PrepStation based headspace sampling, and liquid sample automation capabilities are the same as the platforms that have previously been supplied through the CDC to many state agencies for the LRN-C Program. As such, these instruments meet the exact specifications set by this program.

GERSTEL, Inc is the only vendor that can configure and deliver such a system encompassing the required analytical capabilities with completely integrated software control of the GERSTEL components and the GC/MS.

The referenced quote is for a complete replacement for existing systems, as outlined by the guidance documents supplied by the CDC. The quoted prices do not require decommissioning of existing hardware.

All Service and Support activities are managed from GERSTEL's U.S. Headquarters in Baltimore, MD. Billing and Fulfillment will also be administered from GERSTEL Baltimore. Manufacturing activities are managed from GERSTEL Corporate which is located in Mulheim an der Ruhr, Germany.

The software control of this system is based on Proprietary Design and is exclusively available from GERSTEL. As with all GERSTEL solutions, future expandability is a given.

GERSTEL's Federal ID Number is 51-0356386. The DUNS is 87-796-4346.

Thank you for your interest in this truly unique product and the opportunity to provide a truly unique analytical solution

With kindest regard,

A handwritten signature in black ink, appearing to read "David Singer".

David Singer  
National Sales Manager  
GERSTEL, Inc.



**QUOTATION**



Date: 5/16/2011  
 Quote #: **Q0015714**  
 WV1WV

Customer: **Martha McElfresh**  
**West Virginia Health Dept**  
**Office of Lab Services**  
**4710 Chimney Drive, Suite 6**  
**Charleston, WV 25302-4843**

Phone: 304-965-2694  
 Fax:  
 Email: martha.a.mcelfresh@wv.gov

GERSTEL, Inc.  
 701 Digital Drive, Suite J  
 Linthicum, MD 21090

Phone: (410) 247-5885  
 Fax: (443) 709-0305  
 E-mail: sales@gerstelus.com  
 Web: www.gerstelus.com

KMK - KMK BARB

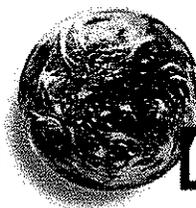
ITEM NO	QTY	DESCRIPTION	US\$ UNIT PRICE	US\$ DISCOUNT	US\$ AMOUNT
		GERSTEL Dual Head Single Rail with Cold Trap and Agilent GC/MSD  No Decommission of Existing PrepStation Required  Quote Includes Special Discount for 2010 CDC Sponsored Upgrade of Existing LRN-C Laboratories			
1	1	<b>GER G3243A</b> Agilent Inert MSD Performance Turbo EI Bundle for use with GERSTEL Solutions  Includes: G3172A Agilent MSD Agilent ChemStation PC Bundle G1701EA Agilent ChemStation Software LaserJet Printer	68,451.00	-10,267.65	58,183.35
2	1	<b>GER G3397A</b> Ion Gauge Controller for use w/ 5975 MSD	1,516.00	-227.40	1,288.60
3	1	<b>GER G3397A-44K</b> Product Installation	391.00		391.00
4	1	<b>GER GI 3440B</b> Special Agilent 7890 GC Bundle for 5975 MSD for 2010 Upgrade of LRN-C Laboratories  Includes: 7890 Mainframe Split/splitless inlet MS interface (capillary direct) LN2 oven cooling Exhaust deflector Installation	18,551.00	-2,782.65	15,768.35
5	1	<b>GER G1033A</b> NIST 08 MS Library Bundle	3,898.00	-584.70	3,313.30



QUOTATION



6	1	<p><b>GER G1033A-44K</b> Product Installation</p>	507.00		507.00
7	1	<p><b>GER 016820-000-02</b> GERSTEL Dual Head MultiPurpose Sampler XL for Sample Preparation Automation (-xt Version) for 7890 GC</p> <p>****SPECIAL BUNDLE FOR 2010 UPGRADE OF LRN-C LABORATORIES****</p> <p>Includes: -Dual head single rail based MPS 2 autosampler -MAESTRO PrepStation software -MPS -xt mounting kit for Agilent 7890 GC -Remote start cable -Universal syringe kit for liquid injection (includes 2 x 10 uL syringes) -Headspace injection upgrade for MPS 2 -250 uL syringe with replaceable needle -98 x 2 mL vial sample tray with tray holder -32 x 10/20 mL vial tray -Peltier cooled tray holder for use with 1/2/10 mL vials (vial tray not included) -Solvent reservoir (3 x 100 mL vials) -5 position wash station for MPS</p>	72,887.00	-10,933.05	61,953.95
8	1	<p><b>GER 093611-006-02</b> GERSTEL SPME Option Kit for MPS 2 Autosampler.</p> <p>Contains: *SPME Fiber Assortment (23ga. fibers)     100µm PDMS     65µm PDMS/DVB     85µm PDMS/Carboxen     50/30µm PDMS/DVB/Carboxen *Autosampler Bracket *SPME Holder *CIS 4 Liners *SPME Applications CD *SPME Performance evaluation mix *GERSTEL SPME Manual *GERSTEL SPME Software CD</p>	4,500.00	-675.00	3,825.00
9	1	<p><b>GER 013577-590-02</b> GERSTEL Cryogenic Trap System (CTS 2) for single oven use with Agilent Technologies 6890/7890 GC (stand-alone version)</p> <p>Features: LN2 cryo-focusing to -150°C Programmable heated re-injection rate of up to 720° C/min.</p>	8,130.00	-1,219.50	6,910.50



**QUOTATION**



Independent operation using GERSTEL C506 controller  
 No GC heated zone required  
 Automatic start with GC run  
 Automatic LN2 shut-off  
 ChemStation integrated software control (requires Maestro software)  
 Complete compatability with GERSTEL PrepStation software

\*\*\*NOT COMPATIBLE WITH VALVE CABINET\*\*\*

\*\*\*REQUIRES GERSTEL MAESTRO SOFTWARE\*\*\*\*

10	1	<b>GER GI 9999-02</b> LN2 Dewar Adapter F-Gerstel 1/2" flare female to 3/8" male SS pipe thread.	100.00	-50.00	50.00
11	1	<b>GER GI 014872-LRN</b> GERSTEL MAESTRO PrepStation Software Credit for 2010 Upgrade of LRN-C Laboratories	-4,125.00		-4,125.00
***REQUIRES EXISTING MAESTRO PREPSTATION SOFTWARE USER ID***					
12	1	<b>GER GS 1600-02</b> Installation	3,600.00	-1,800.00	1,800.00

<b>TOTAL QUOTE</b>			-28,539.95	<b>\$149,866.05</b>
<b>TOTAL SAVINGS</b>				<b>\$28,539.95</b>

T&C REVISION: FOB DESTINATION, NET 30

*[Handwritten Signature]*  
16 May 2011

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

RFQ No. LBS 11143

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 exceed five percent of the total contract amount.

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

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 SIGNATURE**

Vendor's Name: GERSTEL, INC; Robert Collins - President

Authorized Signature: [Signature] Date: May 16, 2011

State of Maryland

County of Anne Arundel, to-wit:

Taken, subscribed, and sworn to before me this 16 day of May, 2011.

My Commission expires June 28, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]