



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Contract

Order Date: 08-05-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 0506 2937 CME2300000003 1	Procurement Folder:	957915
Document Name:	LCMS/MS TRIPLE QUAD SYSTEM	Reason for Modification:	
Document Description:	LCMS/MS TRIPLE QUAD SYSTEM		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Crystal G Hustead		
Telephone:	(304) 558-2402		
Email:	crystal.g.hustead@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-08-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-08-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000193063 SHIMADZU SCIENTIFIC INSTRUMENTS INC 7102 RIVERWOOD DR COLUMBIA MD 21046 US Vendor Contact Phone: 7247452662 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Courtney M Buskirk Requestor Phone: 304-352-4853 Requestor Email: courtney.m.buskirk@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV 25302 US	PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV 25302 US

Total Order Amount: \$389,935.15

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tanya 8/9/2022</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gron</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>8/19/2022</i> ELECTRONIC SIGNATURE ON FILE
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8/16/2022

Extended Description:

THE VENDOR, SHIMADZU SCIENTIFIC INSTRUMENTS INC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF CHIEF MEDICAL EXAMINER, INTO A CONTRACT FOR A LC/MS/MS TRIPLE QUAD SYSTEM PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, AND THE VENDOR'S BID DATED 04/11/2022, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	42000000	1.00000	EA	283066.550000	\$283,066.55
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: LC/MS/MS Triple Quad System

Extended Description:

SECTION 3.1 LC/MS/MS TRIPLE QUAD SYSTEM
UHPLC
PUMPING SYSTEM
AUTOSAMPLER
COLUMN OVEN
TRIPLE QUADRUPOLE MASS SPECTROMETER

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	42000000	1.00000	EA	24689.100000	\$24,689.10
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Nitrogen Generator

Extended Description:

Nitrogen Generator
The supplied generator must meet the requirements of the LC/MS/MS system.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	42000000	1.00000	EA	12347.400000	\$12,347.40
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Plate Changer

Extended Description:

Plate changer
The system must include a plate changer to allow for expansion of up to 16 additional deep well microtiter plates.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81112201	1.00000	EA	53698.900000	\$53,698.90
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Customer Support and Service

Extended Description:

Customer Support and Service 3.9.1 through 3.9.8

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	42000000	1.00000	EA	8238.200000	\$8,238.20
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Uninterruptible Power Supply

Extended Description:

Uninterruptible Power Supply

The package must include an Uninterruptible Power Supply (UPS) to power the system during a power outage or fluctuations until the generator is available.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	42000000	1.00000	EA	6695.000000	\$6,695.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Toxicology Spectral Libraries

Extended Description:

Toxicology Spectral Libraries

The package must include applicable toxicology spectral libraries for comparison of detected compounds.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
7	42000000	1.00000	EA	1200.000000	\$1,200.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Shipping

Extended Description:

Shipping Cost

RE: CRFQ CME2200000004

1 message

Greco, Christopher <cjgreco@shimadzu.com>
To: "Hustead, Crystal G" <crystal.g.hustead@wv.gov>

Tue, Jul 12, 2022 at 1:14 PM

Hello Ms. Hustead,

We agree to the removal of the late payment interest language.

Kind Regards,



SHIMADZU
Excellence in Science

Christopher J Greco (CJG) | Contracts & Legal Affairs Specialist

Shimadzu Scientific Instruments

Address: 7102 Riverwood Drive, Columbia, MD 21046, U.S.A.

Direct: 410-910-0812 | Toll Free: 800-477-1227 Ext. 1812

Website: <http://www.ssi.shimadzu.com/> | Consumables:
<http://store.shimadzu.com/>

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From: Hustead, Crystal G <crystal.g.hustead@wv.gov>
Sent: Tuesday, July 12, 2022 10:45 AM
To: Greco, Christopher <cjgreco@shimadzu.com>
Subject: Re: CRFQ CME2200000004

CAUTION: EXTERNAL

Hello Mr. Greco,

I am following up on the below email

On Fri, Jul 8, 2022 at 1:01 PM Hustead, Crystal G <crystal.g.hustead@wv.gov> wrote:

Hello Mr. Greco,

On the attached terms and conditions of sale provided with Shimadzu's bid submission, the West Virginia Attorney General's office will not permit 6.3 Late Payment Interest.

Can you please advise if Shimadzu Scientific Instrument agrees to remove this section from the terms and conditions of sale

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____
Revised 02/08/2022

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ *****STATE OF WEST VIRGINIA MUST BE INCLUDED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

☒ *****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WV DHHR
619 VIRGINIA ST W, CHARLESTON, WV 25302

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Christopher Greco, Contracts and Legal Affairs Specialist

(Printed Name and Title) Christopher Greco, Contracts and Legal Affairs Specialist

(Address) 7102 Riverwood Dr Columbia, MD 21046

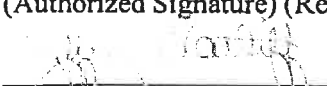
(Phone Number) / (Fax Number) 410-910-0812

(email address) cgreco@shimadzu.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

(Company) Shimadzu Scientific Instruments, Inc.

(Authorized Signature) (Representative Name, Title)
 Senior Regional Manager- SouthEast

(Printed Name and Title of Authorized Representative)
Jeffrey Ratliff, Senior Regional Manager, -SouthEast

(Date)
: 919-425-1003 Fax: 919-544-3497

(Phone Number) (Fax Number)

LC/MS/MS Triple Quadrupole Mass Spectrometer System

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Office of Chief Medical Examiner to establish a contract for a LC/MS/MS Triple Quad System.

NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: [HTTP://WWW.WVDHHR.ORG/PDFS/H1.5%20UTILIZATION%20REPORT%20AND%20EEO%20POLICY.PDF](http://www.wvdhhr.org/pdfs/H1.5%20UTILIZATION%20REPORT%20AND%20EEO%20POLICY.PDF)

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Services”** means the warranty and preventative maintenance services for the contract items as more fully described in these specifications.

2.2 **“Contract Item”** means the purchase of one LC/MS/MS triple quadrupole mass spectrometer as more fully described by these specifications.

2.3 **“Pricing Page”** means the pages, contained in wvOASIS on which Vendor should list its proposed price for the Contract Items and Services.

2.4 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.5 **“LC/MS/MS Triple Quad System”** means a Liquid Chromatography with Tandem Mass Spectroscopy instrument system.

3. **MANDATORY REQUIREMENTS: Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

3.1 **LC/MS/MS Triple Quad System** The LC/MS/MS Triple Quad System must include the following minimum specifications, features and accessories for an atmospheric pressure ionization tandem quadrupole mass spectrometer system coupled with an Ultra-High-Performance Liquid Chromatograph (UHPLC) for integrated LC/MS/MS analysis.

3.1.1 The preferred system for the liquid chromatograph and the mass spectrometer must have all items manufactured and serviced by the same company.

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- 3.1.2** The fully integrated software package must be able to operate and control both the mass spectrometer and liquid chromatograph instruments from a single unified operating platform.
- 3.1.3** The UHPLC components and LC/MS instrument must be manufactured in the United States of America to allow for quick access and shipping times.
- 3.1.4** The fully integrated software package must be able to operate and control both the mass spectrometer and liquid chromatograph instruments from a single unified operating platform.
- 3.1.5** Quantitative results, threshold levels or synchronized survey scans must have the ability to initiate qualitative data scans to generate additional data from a single injection that may be programed into the analytical methods.
- 3.1.6** The system must be capable of performing both qualitative and quantitative analysis on a sample in a single run.
- 3.1.7** The system must include the ability to perform solvent selection of up to 4 solvents per pump, as well as automatic column selection capability for up to 6 columns.
- 3.1.8** There must also be a flow diversion valve to assist in keeping the LC/MS interface clean.
- 3.1.9** The system must come with a second reservoir tray to hold all the mobile phase bottles from the pumping system.

3.2 UHPLC Front End: System Controller

- 3.2.1** UHPLC system must have a cooled autosampler with a capacity of a minimum of 2 deep well micro-titre plates (MTP); as well as a column oven that can cool and heat.
- 3.2.2** The system controller must have an integrated touch screen and show the system and each module status from across the room.

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- 3.2.3 The system controller must have a built-in reservoir tray to hold the mobile phase bottles and directly interface with a monitor to gravimetrically measure the amount of mobile phase remaining and alert users if additional mobile phase must be added to complete the loaded batch.
- 3.2.4 The system controller must allow users to monitor system status through a smart device and via the internet.
- 3.2.5 The controller must display error messages on the front panel for easy recognition.

3.3 Pumping System

- 3.3.1 Pumping system must have a binary high-pressure pumping system with 2 pumps.
- 3.3.2 Each pump must be able to flow up to 10 mL/min.
- 3.3.3 Each pump must have a 4-solvent selector on it to help change assays easily, rapidly and efficiently develop new methods, and rinse between methods.
- 3.3.4 During a batch, the pumping system must recognize it has a flow anomaly like a bubble and attempt to recover and continue the batch in an automated and unassisted fashion.
- 3.3.5 The pumping system must automatically startup the system and ramp the mobile phase once the column oven is ready.

3.4 Autosampler

- 3.4.1 The autosampler must have a cooler to keep samples from degrading during batches.
- 3.4.2 The autosampler must hold at least 2 Deep Well microtiter plates.

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- 3.4.3** The autosampler must accept different plate types such as 2 mL and Deep Well microtiter plates simultaneously to allow flexibility for different assays.
- 3.4.4** The autosampler must have a means to reduce condensation and to come to temperature quickly when opening to exchange plates.
- 3.4.5** Autosampler must have no more than a 7 second cycle time.
- 3.4.6** The autosampler must be a needle in the flow path design to maintain low carry over.
- 3.4.7** The autosampler must achieve the following carryover performance: 0.0015% without needle rinsing and 0.0003% with needle rinsing.
- 3.4.8** The autosampler must be able to do a total injection or variable volume injection to protect sample loss from happening.
- 3.4.9** The autosampler must be able to reproducibly inject as low as 0.1 μ L and as much as 50 μ L depending on assays.
- 3.4.10** The RSD for 0.1 μ L injections must be more than 0.5%.
- 3.4.11** The autosampler must be capable of performing sample pretreatment including dilution, reagent addition, co-injection of samples, stacked injection, and overlapped injection.
- 3.4.12** The autosampler must be able to do an automatic purge cycle.
- 3.4.13** The autosampler must have both front panel and software control to allow us to do routine tasks such as purge from the front panel.
- 3.4.14** The autosampler must have the ability to display the total operating time, needle and rotor seal usage and any error logs to help users establish SOP's and maintenance schedules based on samples.

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- 3.4.15** The plate or rack changer must be cooled to keep samples from degrading.
- 3.4.16** The plate or rack changer must accept different plate types such as 2 mL and Deep Well microtiter plates simultaneously to allow flexibility for different assays.
- 3.4.17** The plate or rack changer must also automatically recognize the plate type in each position and in the software.

3.5 Column Oven

- 3.5.1** The oven must be forced air to quickly get to its set temperature.
- 3.5.2** The column oven must have the ability to cool to at least 10 degrees below lab temperature and heat up to at least 70 degrees.
- 3.5.3** The column oven must have both front panel and software control to allow us to do routine tasks such as changing columns.
- 3.5.4** The column oven must be large enough to hold at least 6 columns of 25 cm length or 3 columns of 300 mm length.
- 3.5.5** The column oven must have the ability to display the total operating time, parts replacement and any error logs to help users establish SOP's (Standard Operating Procedures) and maintenance schedules based on lab samples.

3.6 Triple Quadrupole Mass Spectrometer

- 3.6.1** Must be capable of detecting a wide variety of analytes including toxins, drugs of abuse, prescription drugs and a variety of other compounds in human fluids and tissues.
- 3.6.2** The minimum sensitivity requirement for positive ion mode: S/N > 500,000:1 (RMS) for 1pg of reserpine on column.
- 3.6.3** The minimum sensitivity requirement for negative ion mode: S/N >500,000:1 (RMS) 1 pg chloramphenicol on column.

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- 3.6.4** To facilitate the analysis of a wide variety of analytes in a short chromatography window, the system must have the ability to perform fast polarity switching of 5msec.
- 3.6.5** The system must be capable of performing the following acquisition modes: Q1 Scan, Q3 Scan, Multiple Reaction Monitoring (MRM), Selected Ion Monitoring (SIM), Product Ion Scan, Precursor Ion Scan, Neutral Loss Scan, Data Dependent Scan (where the Product ion scans can be automatically initiated by precursor scans, neutral loss scans, Q1 scans, Q3 scans, or MRM results)
- 3.6.6** The LC/MS/MS must have a minimum mass range of 2-2000 m/z.
- 3.6.7** The mass assignment must be stable within 0.05 Da over a 24-hour time period to ensure data accuracy.
- 3.6.8** The minimum acceptable mass accuracy is: 0.1 Da.
- 3.6.9** The scan speed must be 30,000 amu/sec. This scan speed must be applicable to all scan functions: precursor, neutral loss, and product ion scans and must be able to be applied across the whole mass range.
- 3.6.10** The dynamic range must be 7 orders of magnitude.
- 3.6.11** The dwell time must be 0.8 msec.
- 3.6.12** The pause time must be 1msec.
- 3.6.13** The system must include a dual binary ultra-high pressure Liquid Chromatograph with integrated degassing.
- 3.6.14** The LC/MS/MS must come with both an electrospray ionization source as well as a dual ionization source which operates both ESI and APCI simultaneously and without splitting flow so that a wide variety of analytes in one injection can be analyzed.

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- 3.6.15 The dual ionization source must not reduce sensitivity (signal to noise) relative to the ESI source operation.
- 3.6.16 The ionization sources must be easy to remove without the use of tools. Must have the ability to remove and replace the inlet to the vacuum region of the LC/MS/MS without breaking vacuum, which means that all source maintenance can be performed without breaking vacuum.
- 3.6.17 The system must be capable of autotuning where both positive ion mode and negative ion mode are optimized automatically.
- 3.6.18 A single tuning standard must be available for use on the LC/MS/MS that is able to produce both positive and negative ions for both ESI and APCI sources.
- 3.6.19 The system must be capable of automatically restarting the vacuum system when the power resumes after a power failure.
- 3.6.20 The package must include software for multiple analyte quantitation and should include 5 additional seat licenses for that quantitation software so that data can be processed remotely.
- 3.6.21 The software must include a page layout function for *fast* generation of customized reports.
- 3.6.22 The software must include a method creation tool for automated, batch-type optimization of new compounds.

3.7 Nitrogen Generator

- 3.7.1 The supplied generator must meet the requirements of the LC/MS/MS system.

3.8 Plate changer

- 3.8.1 The system must include a plate changer to allow for expansion of up to 16 additional deep well microtiter plates.

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3.9 Customer Support and Service

- 3.9.1** To supplement the routine familiarization training done onsite, the vendor must supply at least 40 hours on-site training for the UHPLC front end and the LC/MS detector.
- 3.9.2** If the customer is unavailable to take advantage of the training during the first year, the expiration should be extended automatically and without penalty.
- 3.9.3** The system must include installation and familiarization training.
- 3.9.4** The system must include both phone and onsite technical support for the life of the instrument.
- 3.9.5** Field personnel must be made available for re-familiarizations.
- 3.9.6** The package must be protected by a service contract for 3 years past the date of installation.
- 3.9.7** This coverage must include emergency service as well as 2 full Premium Preventative Maintenance Visits.
- 3.9.8** The Nitrogen Generator must also have 3 years of warranty coverage.

3.10 Uninterruptable Power Supply

- 3.10.1** The package must include an Uninterruptable Power Supply (UPS) to power the system during a power outage or fluctuations until the generator is available.

3.11 Toxicology Spectral Libraries

- 3.11.1** The package must include applicable toxicology spectral libraries for comparison of detected compounds.

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Items and Services. The Contract shall be awarded to the Vendor that provides the Contract Item and Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by entering the unit price for each Commodity Line. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

5. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 120 working days (twenty four weeks) after receiving a purchase order. Contract Items must be delivered to Agency at WV OCME, 619 Virginia St. West, Charleston, WV 25302.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall make arrangements for the return within

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five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. **PAYMENT:** Agency shall pay the amount, as shown on the Pricing Pages, for all Contract Services and deliverables performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Christopher Greco
Telephone Number: 410-910-0812
Fax Number: _____
Email Address: cjgreco@shimadzu.com

General Terms and Conditions of Sale

1. **Applicability and Acceptance of Terms.** These General Terms and Conditions of Sale (the "Terms") and such other documents concerning the purchase of Products from Shimadzu Scientific Instruments, Inc. ("SSI") comprise the agreement (the "Agreement") between you (the "Buyer") and SSI. Unless otherwise agreed to in a valid written and mutually executed agreement between you and SSI, you agree to be bound by the Agreement for any purchase or transfer of Products from SSI (including any authorized distributor of SSI). If any conditions within the Agreement conflict with each other, the following precedence shall apply: (a) the Quote; (b) any written, mutually executed supplementary terms; (c) these Terms.

2. **Effect of the Terms.** These Terms shall take effect upon acceptance of Buyer's Order by SSI.

3. Definitions.

3.1 "Confidential Information" means any information that a party reasonably considers to be confidential, privileged or proprietary, whether or not patentable or copyrightable. Confidential information shall not include information which (a) is already known to the receiving party; (b) is or becomes part of the public domain through no breach of the Agreement by the receiving party; (c) is lawfully disclosed to the receiving party by a third party which is under no obligation of confidentiality; or (d) is independently developed by or for the receiving party without breach of the Agreement.

3.2 "Consumable" means any items that are designed to be used up in one year or less and for which the responsibility to replace is with the Buyer.

3.3 "Domestic" means any location in the contiguous United States, Alaska, Hawaii or any U.S. territory.

3.4 "International" means any location not in the contiguous United States, Alaska, Hawaii or any U.S. territory.

3.5 "Order" means the request for purchase or transfer of SSI Product(s) by the Buyer.

3.6 "Product" means any instrument, equipment, consumables, or other products transferred or sold by SSI.

3.7 "Specifications" mean the properties, weights, dimensions and other identifiable features used to describe a Product.

4. Product Terms.

4.1 **Specifications.** Specifications set forth in Product-related sales literature or the Quote are not guaranteed unless previously certified in writing.

4.2 **Permits and Inspections.** Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the Product(s).

5. Prices

5.1 **Domestic.** The prices provided by SSI are SSI's Domestic prices based upon manufacture of the quality and type of Product(s) ordered for shipment to and use within the United States.

5.2 **International.** Products shipped for International end use shall be subject to SSI's international pricing, and unless otherwise specified do not include warranty service or installation.

5.3 **Delivery or Freight Fees.** Buyer is responsible for standard delivery and handling charges unless otherwise mutually agreed between the parties.

5.4 **Taxes.** All taxes on Products, goods and/or services sold under the Agreement, including but not limited to VAT, federal, state and local excise, or sales or use taxes, shall be borne solely by Buyer. Buyer shall be obligated to pay all taxes, whether or not set forth on invoices. All taxes set forth on invoices shall be paid by Buyer in accordance with the terms of payment. If, notwithstanding the foregoing, any taxing authority attempts to assess taxes, Buyer shall release and indemnify, defend and hold harmless SSI from any and all losses, damages, claims or causes of action, including, but not limited to, tax, interest, or penalties and professional fees, related to such attempted assessment and shall make payment to SSI for any such costs paid by SSI and invoiced to Buyer in accordance with the terms of payment. Buyers with tax exempt status must provide valid, signed evidence of tax exemption.

5.5 **Changes.** SSI reserves the right to change its prices at any time without notice. Prices are subject to revision upon interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer. Errors in Product pricing or related terms by SSI which may, in SSI's sole discretion, be deemed clerical errors are subject to correction by SSI at any time.

6. Payment.

6.1 **Payment Terms.** All payments due under the Agreement shall be net thirty (30) days from date of the invoice unless otherwise specifically stated on the invoice, and shall be made by check, credit card or wire transfer.

6.2 **Credit Card Payment.** Payment by credit card is subject to a convenience fee of 3% of the amount charged. Invoices are payable on the date due at any place of collection designated by SSI in funds bankable at par.

6.3 **Late Payment Interest.** Payments made beyond the terms in Section 6.1 will be subject to simple interest of 1.5% per month on the outstanding balance.

6.4 **Rights to Effect Payment.** SSI's obligation to accept orders and/or to make deliveries or provide service are subject to SSI's right to either: (i) require Buyer to make payment of all or any part of the purchase price in advance of delivery of Product(s), or (ii) make shipment of Product(s) to Buyer payable C.O.D. if Buyer (i) fails to

7. Repossession

7.1 SSI Rights to Repossess. SSI may reclaim possession of any and all Products delivered to Buyer for which payment has not been paid in full according to the Payment Terms in section 6 herein ("Default").

7.2 Notice. SSI will provide Buyer with five (5) business days prior notice of SSI's intent to reclaim the Product(s) so that Buyer may cure the default.

7.3 Right of Entry. If Buyer does not cure the Default within 5 business days of notice from SSI, Buyer agrees and affirms that SSI may enter Buyer's site at SSI's convenience during normal business hours so that SSI may retake possession of the Product(s). By exercising its right to reclaim Product(s), SSI does not waive or exclude SSI of any other remedy to which SSI may be entitled.

7.4 Credit to Buyer. To the extent that SSI reclaims a Product, it shall credit Buyer's account for the value of the reclaimed Product, less the costs of repossession, repair, refurbishing and/or restocking as determined by SSI in its sole discretion. All costs of collection, including legal fees and costs of repossession, shall be added to Buyer's account.

8. Shipment and Delivery

8.1 Packaging. The cost of packaging for Domestic shipments is included in the quoted price unless otherwise provided or special packaging is specified or necessary. For International shipments, additional charges may be assessed to Buyer.

8.2 Shipment Terms. For Domestic shipments, all shipments, unless otherwise agreed in writing, shall be Freight on Board ("FOB") Columbia, MD. For International Shipments, including to ports and or places outside the United States, all shipments, unless otherwise agreed in writing, shall be FOB Columbia, MD. The cost of transportation and insurance (if requested by Buyer) shall be borne by Buyer.

8.3 Title and Risk of Loss. SSI's obligation to effect shipment of any Product purchased by Buyer shall be fully discharged, and beneficial ownership, legal title and all risk of loss or damage shall pass to Buyer when the Product is made available for shipment to a carrier at the designated FOB location.

8.4 Investigation and Notice of Damage. If shipped FOB Destination, upon arrival Buyer shall be entitled to conduct a reasonable investigation of the Product(s) purchased by it, but all claims for losses due to loss or damage to Product(s) while in transit shall be waived unless made immediately in writing by Buyer to SSI, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the Product(s) for unverifiable claims for loss or damage to Product(s) occurring while in transit, all sums paid on deposit shall be retained by SSI as liquidated damages, provided, however, that SSI may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages. All claims for damage or loss of insured shipments shall be immediately communicated, when possible, to SSI at Shimadzu Scientific Instruments, Inc. 7102 Riverwood Drive, Columbia, MD 21046-2502 Attn: Customer Service, Phone: (410) 381-1227. Buyer shall also immediately notify delivering carrier of loss or damage to the shipment and SSI will reasonably cooperate with Buyer in the adjustment of all claims. Buyer agrees to permit SSI or an SSI representative to inspect damaged Products at SSI's convenience during normal business hours.

8.5 Shipping or Delivery Date. The scheduled shipping or delivery date is SSI's best estimate of the time the Product order will be shipped and SSI assumes no liability for loss, general damages, or special or consequential damages due to delays.

9. Termination. Upon any termination or cancellation of the Agreement by Buyer (as permitted by the terms of the Agreement), whether in whole or in part, Buyer agrees to promptly pay SSI twenty percent (20%) of the total amount of the Agreement.

10. Returned Products. All returns must be pre-authorized by SSI. If authorized, SSI will provide Buyer a Return Goods Authorization ("RGA") number which must appear on the face of the package. Returned Products will be subject to a restocking charge of twenty percent (20 %) of the total amount of the Agreement.

11. Allocation of Products. If SSI is unable for any reason to supply all of the Products specified in Buyer's order, SSI may allocate its supply among any or all buyers, including Buyer, in SSI's sole discretion without liability to Buyer.

12. Patents. SSI shall defend and indemnify Buyer against patent infringing damages finally awarded in any legal action brought by a third party against Buyer directly arising from a Product directly infringing against any United States patent and/or Intellectual property rights. This indemnity shall only apply (a) to claim or claims covering solely the Product itself; (b) if Buyer notifies SSI promptly in writing and gives SSI authority to defend; (c) if Buyer provides information and assistance for the defense of same; (d) if the claims did not arise based on Buyer's failure to comply with the Agreement or to acquire any additional Intellectual property rights related to the use of the Product; (e) if the claim does not relate to any use of any Product sold hereunder in any process or in conjunction with any other Product; (f) if the claim does not relate to any Product manufactured to Buyer's design or any Product having a design arising from SSI's compliance with Buyer's specifications; (g) if claims are related to Buyer's use or resale of the Product or to modifications made by Buyer or at Buyer's direction; or (h) if claims are related to products originating from third parties. In the event the Product identified in such suit is held to constitute infringement and the use of said Product is enjoined, SSI shall, at its own option and at its own expense, either

- procure for Buyer the right to continue using said Product,
- replace the same with a non-infringing Product,
- modify the Product so it becomes non-infringing, or
- remove the Product and refund its purchase price.

The foregoing sets forth the entire liability of SSI for patent infringement by a Product. If any suit or proceeding is brought against SSI based on claims that the Product supplied by SSI in compliance with Buyer's specifications directly infringe any fully issued United States patent, then the patent indemnity obligations herein stated with respect to SSI shall reciprocally apply with respect to Buyer.

13. Warranty.

13.1 Product Warranty. Subject to the exceptions and upon the conditions stated below, SSI warrants that Product(s) sold under the Agreement, excluding Consumables or Excluded Components or Accessories, shall be free from defects in workmanship and materials under normal and proper residual use and conditions, subject to the exceptions below, for a period of one (1) year after acceptance of the Product(s) (the "Warranty Period") by the Buyer by SSI (the "Warranty"). If any such Product should prove to be defective within the Warranty Period, SSI's sole liability, and Buyer's sole and exclusive remedy, shall be, at SSI's option, (1) to correct or repair the defect, or (2) to replace the defective Product or portions thereof with equivalent product or (3) to refund the purchase price.

transferable or assignable. During the Consumable Warranty period, SSI may, at its sole option, either replace a defective Product or return to purchaser the price of the item. This Consumables Warranty is valid only to the extent the Product and Consumables are operated under normal and proper residual use and conditions and have not been damaged as a result of accident, misuse, abuse, or service or modification of the Consumable or the Product.

- c. Buyer may not return any Product without prior approval from SSI. SSI will not accept returns without an RMA and prior authorization.
- d. Reference standards must be returned within ten (10) days from the shipment date; all other Products must be returned within thirty (30) days. SSI, in its sole discretion, has the option to refuse or accept late returns.
- e. Custom Shimadzu Consumables (i.e., non-stocked, non-catalog items) are not returnable or refundable unless the custom Consumables do not materially meet the agreed-upon Product specifications.
- f. SSI makes no warranty with respect to Products, components or accessories not manufactured by Shimadzu. In the event of defect in any such Product, component or accessory, SSI will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.
- g. If the Product is a chemical, it is warranted only to conform to the quantity and content and for the period (but not in excess of one year) stated on the label at the time of delivery.

13.3 Return of Warranted Products. Any Product claimed by Buyer to be defective is subject to Article 10 herein and must, if required by SSI, be returned directly to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the Product is found to be defective, in which case SSI will pay all transportation charges.

13.4 Special Warranty. A Special Warranty may be provided with a Product, and, where applicable, such warranty shall be deemed incorporated herein by reference. In the event of a conflict between the terms and conditions specified herein and those specified in such Special Warranty, the terms and conditions specified herein shall control.

13.5 Voiding of Warranties. All warranties, whether express or implied, shall be immediately voided if the covered Product is misused in accordance with instructions or training and/or in accordance with industry standards or practices, or is repaired or modified by persons other than SSI authorized service personnel unless SSI gives prior written consent of such repair or modification.

13.6 SSI Warranty Obligations. SSI's obligations pursuant to all warranties, either express or implied, are conditioned upon payment in full by Buyer for the Product(s) covered by the warranties. In the event of Default or partial or full non-payment SSI shall be released from all obligations under all warranties, either express or implied.

13.7 LIMITATIONS. THIS WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OR WARRANTY OF ANY NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS AND MERCHANTABILITY, AND THAT SSI SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, LOSS OF PRODUCTIVITY, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF PLANT, EQUIPMENT OR PRODUCTION. THIS LIMITATION OF LIABILITY FOR SUCH DAMAGES SHALL BE APPLICABLE EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY PRODUCT SOLD UNDER THE AGREEMENT.

13.8 Warranty Disclaimer. SSI specifically disclaims all warranties and conditions not stated in this Warranty, accordingly, representations and warranties made by any person, including dealers and representatives of SSI, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon SSI unless expressly agreed to in writing by an authorized officer of SSI.

14. Third Party Products. SSI does not support nor make any warranties about Products manufactured or supplied by third parties, whether or not purchased from SSI.

15. Limitation of Liability. To the maximum extent permitted by applicable law, SSI will not be liable under any legal theory for any indirect, special, incidental, punitive, multiple, exemplary or consequential damages that Buyer might incur under the Agreement, or that may arise from or in connection to a Product, even if SSI had notice of the possibility of such damages. SSI's maximum aggregate liability arising out of or in connection with this Agreement, or any Product or service, is limited to the amount Buyer paid to SSI for the Product purchased that gave rise to the liability.

16. Contingencies; Force Majeure. SSI, at its sole discretion, shall be entitled to cancel or rescind the Agreement, without liability for loss or damage resulting therefrom, if (1) any Product covered by the Agreement is purchased for end use outside the United States; (2) the Buyer breaches any of its representations or warranties found in the Agreement; or (3) the performance of SSI's obligations under the Agreement is in any way adversely affected by the occurrence of any contingency beyond the control of either SSI or SSI's suppliers, including but not limited to: (a) war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot, act of a public enemy, or other act of civil disobedience; (b) failure or delay in transportation; (c) act of any government, government agency or subdivision of any government, or any judicial action affecting the terms of the Agreement; (d) labor dispute, shortage of labor, fuel, raw material or technical or yield failure where SSI has exercised ordinary care in the prevention thereof; and (e) accident, fire, explosion, flood, storm or other act of God.

17. No Warranty. SSI makes no promise or representation that any Product or related services will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of SSI.

18. Indemnification. SSI shall not be responsible for any losses or damages sustained by Buyer or any other person as a result of improper installation or misapplication of a Product. Buyer shall release and indemnify, defend and hold harmless SSI, its officers, directors, employees, affiliates and agents against any and all losses, damages, claims, lawsuits, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection, directly or indirectly, with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the Agreement (including but not limited to the sale, transportation, installation, use, or repair of a Product by Buyer or of the information, designs, services or other work supplied to Buyer), whether caused by the concurrent and/or contributory negligence of SSI, or any of its agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of the Agreement.

19. Confidential Information. To effect obligations hereunder, the parties may exchange Confidential Information. Except as required by law, each party shall only use the other party's Confidential Information for the purposes for which it was provided and shall only disclose the other party's Confidential Information to its employees with

21. Compliance with Laws

21.1 Compliance with Laws, Generally. Buyer agrees to comply fully with all applicable federal, state, county and local laws, rules and regulations concerning the purchase, sale and use of any Product, including but not limited to the Federal Food, Drug & Cosmetics Act; export control regulations (including Export Administration Regulations and the International Traffic in Arms Regulations of the United States), and applicable anticorruption laws (including the U.S. Foreign Corrupt Practices Act and the U.K. Anti-Bribery Act). To the extent a Product requires license for export, the Product is licensed by the United States for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion may be prohibited by law.

21.2 Research Use Only. Buyer understands and affirms that all Products, except designated CL versions of HPLC and LCMS, shall be for Research Use Only and not for use in the diagnosis of disease or other conditions, including a determination of the state of health, in order to cure, mitigate, treat or prevent disease or its sequelae ("Diagnostic Purposes"). Buyer warrants that it will only use the Product(s) accordingly and will obtain all necessary government approvals and permissions Buyer may need for use of the Product(s).

21.3 FDA Requirements. If any Product sold by SSI to Buyer is subject to regulation by the Food and Drug Administration as a device, then as to any such Product, sale and delivery by SSI is contingent upon successful completion and processing of a 510(k) notice. If such a 510(k) notice cannot be obtained by SSI, SSI shall have no obligation to deliver the Product.

21.4 Use in Nuclear Facility. No SSI Product is to be used in, for or with any nuclear facility unless specifically agreed to by SSI in prior writing.

22. General Provisions:

22.1 Entire Agreement. This Agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement, and supersedes all prior agreements, written or oral. No course of prior dealings between the parties and no usage of the trade may be used by Buyer to supplement or explain any term used herein.

22.2 Assignment. Buyer may not assign any rights or claims hereunder without the prior written consent of SSI. The rights and obligations under the Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns.

22.3 Governing Law. Regardless of where entered into, the Agreement shall be governed, enforced and interpreted in accordance with the laws of the State of Maryland, without regard for its conflicts of laws provisions.

22.4 No Waiver. No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under the Agreement.

22.5 Headings. The section headings are for reference only and will not be considered controlling as to the content and/or interpretation of any section.

22.6 Notices. Any notice or communication required or permitted hereunder must be provided to the other party in writing to the other party's business address or an authorized corporate email.

22.7 Severability. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision. If any of the terms of the Agreement are subsequently or are now illegal, they will be severed without affecting the remaining term



Quotation / Additional Information



Product Training



Technical Inquiry



Academic
Program



Order Supplies

PRIVACY POLICY



TERMS OF USE



EMPLOYMENT



Sales Quotation - please reference the quotation when submitting purchase order.

LCMS-8050 with Oil-Free Rough Pump

	Product #	Qty	Description	Price Per Unit	Ext'd Price
1	220-91597-51	1	LCMS-8050 Package with Dry Pump Option	\$309,024.00	\$200,865.60
2	225-19605-58	1	DUIS Dual Probe Set for LCMS-8045/8050/8060	\$4,053.00	\$2,634.45
3	220-97823-12	1	UPS 5.2kVa, for LCMS, ABCDEF5202-22	\$9,692.00	\$8,238.20
4	225-15718-42	2	LCMS-8050 Desolvation Line Assembly, DL ASSY2.	\$536.00	\$696.80
5	225-14948-91	2	ESI CAPILLARY PIPE ASSEMBLY, LCMS-2020, LCMS-8030/8040/8045/8050.	\$160.00	\$208.00
6	225-32702-92	1	LabSolutions Insight, 5 User License (electronic, network)	\$1,697.00	\$1,103.05
7	220-91600-52	1	LCMS-8045/8050/8060/9030 Installation Kit	\$2,296.00	\$1,492.40
8	TIER 4 I&F	1	Tier 4 Installation and Customer Familiarization	\$7,334.00	\$0.00
9	220-99215-01	4	LCMS-101: INTRODUCTION TO LCMS TRIPLE QUAD INSTRUMENTATION	\$2,268.00	\$0.00
10	225-32489-91	1	LCMS Method Package - Rapid Toxicology Screening System Ver 3	\$10,300.00	\$6,695.00

Nitrogen Generator and Generator Service

	Product #	Qty	Description	Price Per Unit	Ext'd Price
11	220-91491-65	1	LNI Swissgas Nitrogen and Air Generator- NGA Castore XL iQ 20.40	\$29,046.00	\$24,689.10
12	220-91491-69	1	LNI Swissgas Onsite Installation, startup, and commissioning	\$2,060.00	\$1,751.00
13	220-99999-C4	1	Extended Warranty Service Plan (Nitrogen Generator) Comprehensive service plan that extends the product warranty from 15 months to 36 months and includes all PMs performed by a factory certified engineer and any repairs (parts, labor and travel included) during the same period.	\$9,194.00	\$9,194.00

UHPLC with Mobile Phase Monitor, Solvent Selection and Column Selection

	Product #	Qty	Description	Price Per Unit	Ext'd Price
14	228-65076-58	2	LC-40D X3 UHPLC Pump	\$16,529.00	\$21,487.70
15	228-65019-58	2	DGU-405 5-channel Degasser	\$4,061.00	\$5,279.30
16	228-70254-42	1	Piping Kit B, for High Pressure GE, ID0.1	\$1,397.00	\$908.05
17	228-70247-41	1	Nexera Series Wiring Kit, A	\$181.00	\$117.65

18	228-57647-43	1	Tool Kit, Common LC-40	\$1,089.00	\$707.85
19	220-91656-06	1	SIL-40CX3 with Installation Kit	\$37,965.00	\$24,677.25
20	228-65500-58	1	SCL-40 System Controller	\$3,772.00	\$2,451.80
21	228-65202-58	1	CTO-40C Column Oven	\$5,556.00	\$3,611.40
22	228-65525-58	1	Mobile Phase Monitor, Controller	\$967.00	\$628.55
23	228-65526-58	3	Mobile Phase Monitor, Bottle Holder	\$685.00	\$1,335.75
24	228-65549-58	2	Mobile Phase Monitor, Large Bottle Holder	\$1,167.00	\$1,517.10
25	228-45209-41	1	MIRC Mixer MR20 for pH 1-14	\$1,258.00	\$817.70
26	228-65016-58	2	Low Pressure Gradient Kit, LC-40	\$1,977.00	\$2,570.10
27	228-65625-58	1	FCV-0607H3 6-position 7-port UHPLC Valve	\$4,973.00	\$3,232.45
28	228-65603-58	1	FCV-0206 2-position 6-port HPLC Valve	\$3,666.00	\$2,382.90
29	220-91057-00	1	VALCO 7-PORT MANIFOLD, ANALYTICAL	\$376.00	\$244.40
30	220-91522-79	1	IDEX 2/6 15k or 18k Tubing/Fittings Kit	\$998.00	\$648.70
31	228-72589-41	1	FCV Attachment Kit (CTO-40C)	\$621.00	\$403.65
32	228-65110-58	1	Plate Changer	\$16,936.00	\$11,008.40
33	228-71840-41	3	Recognition Labels for 96 Well Microplates (100 pc. set)	\$349.00	\$680.55
34	228-71840-42	3	Recognition Labels for 96 Well Deep Well Plates (100 pc. set)	\$349.00	\$680.55
35	228-71766-41	1	Plate Changer Coupling Kit Second Expansion Kit	\$2,060.00	\$1,339.00
36	220-91530-32	1	Vials, LC, 96-pos Deep Well MTP. 2 mL, Square Well, V Bottom, 12/pk.	\$84.00	\$54.60
37	220-91530-94	1	Vials, LC, Teflon/Silicone Mat for Square Well MTP, Pre-slit, 12/pk	\$261.00	\$169.65
38	220-91494-06	1	HPLC Startup Kit w/o Res Tray #2 5-GAL Poly	\$1,565.00	\$1,017.25
39	228-65508-58	1	Reservoir Tray, Nexera series	\$515.00	\$334.75
40	220-91412-00	4	4L Bottle Cap Assembly	\$41.00	\$106.60
41	TIER 2 I&F	1	Tier 2 Installation and Customer Familiarization	\$2,307.00	\$0.00
42	220-99213-70	4	HPLC-101: INTRODUCTION TO HPLC MODULAR INSTRUMENTATION - LC-40	\$2,966.00	\$0.00

Service

Product #	Qty	Description	Plan Price	Ext'd Price
43 3YVP-3YR VALUE PLAN	1	Three Year(36 month) Value Plan Service Agreement	\$61,077.00	\$42,753.90

Total List Price: \$606,429.00
Total Line Item Discount: \$217,693.85
Quote Sub-Total: \$388,735.15
Estimated Freight: \$1,200.00
Total Amount: \$389,935.15