



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

Roberta A Wagner
 STATE OF WEST VIRGINIA
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25311

Waters

THE SCIENCE OF WHAT'S POSSIBLE™

DATE: 02/16/2009
 WATERS QUOTE #: 20341857
 EXPIRATION DATE: 04/26/2009
 DELIVERY: 60 DAYS
 Page 1 of 12

Quotation

www.waters.com

FREIGHT TERMS:
 FOB DESTINATION
 ABSORBED BIDS
 PAYMENT TERMS:
 NET 30 DAYS

USER TEL: 304 558 0067
 USER FAX: 304 558 4115
 EMAIL: roberta.a.wagner@wv.gov
 RFQ # CME90068 DUE 2/26/2009

PLEASE REFERENCE THIS QUOTATION WHEN PURCHASE ORDER IS ISSUED

PRODUCT #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1. 176850019	1	WATERS TQ DETECTOR	315,728.00	
			Discount	-85,246.56
			Net Price	230,481.44
				230,481.44

Includes the following components

176001263

1 Waters TQ Detector
 The Waters TQ Detector is a compact, benchtop tandem quadrupole API mass spectrometer.
 The system features new automated set-up technology and fast acquisition capability for simple, rapid LC/MS/MS.
 The following items are included as part of the standard system:
 Z SPRAY™ API interface. Dual orthogonal interface for robust LC/MS
 IntelliStart™ fluidics. Automated tuning,
 calibration and method development
 Electrospray (ESI) inlet probe. for efficient ionisation of a wide range of compounds
 ESCITM ionisation capability. rapid switching source for both ESI and APCI in the same run.
 1. ZSpray API INTERFACE
 Atmospheric pressure ionisation (API) LC interface including:
 One easily dismountable ion source enclosure.
 Cone gas facility for chemical noise reduction.
 Electronic mass flow meters for drying gas and cone gas.
 Tool free cone removal
 Source isolation valve
 Micrometer probe positioning
 The source and spraying elements are visible through a transparent enclosure and are easily accessible via a quick-release door. The source elements may be wiped clean in situ or removed for cleaning without the need for tools and without breaking vacuum. The nebulized spray is orientated orthogonally and positioned off axis for maximum source longevity and analyser protection against 'dirty' samples. The source also includes facilities for declustering ions formed at atmospheric pressure. Positive and negative capability is included. All source voltages and gases are under data system control.
 IntelliStart fluidics: The system comprises an on-board infusion system capable of delivering solutions from 2 built-in vial locations to aid tuning, calibration and method development. The solutions are delivered via a switching valve for direct infusion to the probe or combined into an LC flow. The valve can be programmed from the software to function as a divert valve. The fluidics can be controlled manually via the system Console or automatically as part of the IntelliStart system check software.
 2. TANDEM QUADRUPOLE ANALYSER
 2x High performance quadrupole analysers with inter-element beam focusing and a mass range of 2-2000 amu.
 Pre-filters maximise resolution and transmission especially at high mass and also to eliminate main filter cleaning.
 All lens and analyser voltages are digitally controlled and recorded.

RECEIVED

2009 FEB 18 A 10: 51

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PRODUCT #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		<p>Analysers parameters may be programmed with respect to mass for optimal performance.</p> <p>3. T-WAVE COLLISION CELL High efficiency gas cell for collision induced dissociation. Programmable software control of collision energy and gas pressure, including experimental record. The Travelling Wave (T-Wave) device enables rapid cell clearance and refill for fast MRM transition switching while maintaining optimum signal to noise.</p> <p>4. VACUUM SYSTEM Clean, differentially pumped, automated vacuum system comprising: Air-cooled Pfeiffer splitflow turbomolecular drag pump evacuating both the source & analyser. Vacuum read backs and system vent/pump cycles are digitally monitored and controlled, to provide total software control and ensure fail-safe operation in the event of power failure. And One Leybold rotary pump for backing of the turbo pump, (to be ordered separately 186003887).</p> <p>5. DETECTOR Dynolite photomultiplier detector. A High Voltage conversion dynode and phosphor are positioned at 90° off-axis to the analyser for the elimination of neutral noise. The photomultiplier is enclosed in its own vacuum envelope for long life. The detector operates in both positive and negative ion modes, and can switch rapidly under software digital control.</p>		
205000414	1	KIT, MAINS CORDS, US		
186003887	1	Assy Vacuum Roughing Leybold rotary pump for backing of the turbo pump		
176001255	1	<p>MassLynx 4.1, M57p XP for Waters TQ MassLynx 4.1 Application Software Multi-tasking suite of analytical applications and instrument management software operating in Microsoft Windows environment. MassLynx includes: Mass Spectrometer Control Software a) Data acquisition formats. Scan data can be acquired to file in the following formats: Centroided data acquisition. Profile data acquisition. Multi Channel Analysis (MCA) data acquisition. b) MS and MS-MS acquisition functions. The following data acquisition functions are available: MS scanning. MS selected ion recording. MS-MS precursor ion scanning (parents). MS-MS product ion scanning (daughters). MS-MS neutral loss/gain scanning. MS-MS multiple reaction monitoring. Data directed switching (automated MS to MS-MS scan function switching). Polarity mode switching. Ionisation mode switching (ESCI) External contact start/stop/events. Analogue channel acquisition via a SATIN module. c) Tuning Utilities. The system features easy-to-use automated and manual tuning and calibration software tools. Tuning parameters include:</p>		

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Ionisation mode and polarity.
MS & MS/MS acquisition.
All ion source parameters.
All lens voltages.
MS1 and MS2 resolution.
MS1 and MS2 ion energy.
Photo-multiplier gain.
d) Inlet Control Software
Integrated control of specific Waters LC, autosampler and detector systems
Third party LC and autosampler systems from specified vendors
e) Data processing and review:
Spectrum Review and Processing
Chromatogram Review and Processing
3-D Contour plotting
Spectral library search facilities (user defined or commercial libraries)
Batch processing of qualitative and quantitative sample sets:
OpenLynx Application Manager
OpenLynx Processing provides summary reports for groups of samples.
OpenLynx methods may be configured to include:
1) Analytes found/not found.
2) Purity,
3) Probable elemental composition (with Exact Mass Measurement Instrumentation),
4) Chromatograms,
5) Spectra. OpenLynx reports are portable and may be viewed (read-only) with optional Browser utility without MassLynx software.
QuanLynx Application Manager
QuanLynx provides quantification of MassLynx data. QuanLynx quickly processes groups of samples, providing automated peak detection, calibration and quantification. The QuanLynx Report provides facile online data review and report printing. QuanLynx operates within the MassLynx security system (where enabled); it includes tools to enable compliance with the FDA's guidelines on electronic records and electronic signatures (21 CFR Part 11). QuanLynx reports are portable and may be reviewed with optional Browser utility without MassLynx software.
The MassLynx Security Subsystem (where installed) provides a compliant-ready solution for US FDA GxP and 21 CFR 11 and other regulations.
License to operate software on one workstation.
MassLynx Security, when installed, provides a compliant-ready solution for US FDA GxP and 21 CFR 11 and other regulations.
QuanLynx & TargetLynx are compliant-ready and include tools to enable compliance with the FDA's guidelines on electronic records and electronic signatures.
Other MassLynx Application Managers are compatible with MassLynx security but are not compliant-ready.
Lenovo ThinkCentre M57p E6750 with Windows XP Professional
Processor: Intel Core 2 Duo E6750 Processor (2.66 GHz 1333 MHz FSB 4MB L2); Operating system: Windows XP Professional;
Form factor: Tower; Motherboard: Intel Q35 Chipset; Total memory: 2 GB

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		PC2-5300 SDRAM (2 DIMMs); Maximum memory: 8GB; Video adapter: Intel GMA 3100 (integrated); Audio adapter: ADI 1882 HD Audio CODEC; First hard drive bay: 250GB HDD, 7200RPM Serial ATA; Second hard drive bay: None; Diskette drive: Floppy Disk Drive; First optical device bay: DVD MultiBurner Plus; Networking: Integrated Intel Gigabit Ethernet; Keyboard: Preferred Pro Full-size Keyboard (Stealth Black) - US Euro; Pointing device: Optical USB wheel mouse; System Warranty: Four Years Onsite International; Warranty with Non-HDD Return; Expansion: 2 * PCI, 1 * PCI Expressx1, 1 * PCI Expressx16; Ports: 1 Parallel, 1 * Serial, External microphone, External Display, Headphone, Line in, Line out, 8 USB 2.0 (2 front, 6 back); Additional Software: IBM RecordNow; Additional Network card: PCI Express 1x NetXtreme Gigabit Ethernet; National Instruments GPIB controller card; Monitor: None; Printer: None		
668000273	1	20" Flat Panel Monitor		
		MassLynx Software Options		
176001086	1	The TargetLynx Application Manager is designed for target quantification. It includes all the functionality available in QuanLynx plus comprehensive quality control (QC) features. The identification of target analytes is assured based on user-defined ion ratios. Quality limits are user definable; data failing to meet the defined criteria are automatically flagged. In addition TargetLynx highlights significant results where either the 'surveillance' reporting level or action level is exceeded. QC parameters available include: Up to six ion ratios with automated batch to batch up-date. Retention time tolerance with automated batch to batch up-date. Signal to noise ratio. % recovery calculation. Calculation of variation in response factor. TargetLynx fulfills analyte confirmation requirements in food analysis when analyzing for regulated pesticide or antibiotic residues. Additionally, TargetLynx is well suited to dioxin assays.		
		ACQUITY UPLC System		
176015000	1	ACQUITY UPLC Core System. 1. Waters ACQUITY Ultra Performance LC Systems have been holistically designed to control and optimize all the parameters required to take full advantage of the benefits of UPLC in today's laboratory. The ACQUITY UPLC Core System forms the basis for all UPLC systems. The ACQUITY UPLC System is an integrated solvent and sample management UPLC instrument configured for binary solvent delivery and sample introduction. The system may be configured for a broad range of applications supported by UPLC optical and mass spectrometry detectors, with a choice of instrument control and data management software.		

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The following items are included as part of the core system:
 - ACQUITY UPLC Binary Solvent Manager
 - ACQUITY UPLC Sample Manager w/High Temperature Column Heater Module
 - ACQUITY UPLC Solvent Tray Module
 - ACQUITY UPLC System Test Mix
 - ACQUITY UPLC System Test Column 2.
 2. Connections INSIGHT valued at \$995, is provided at no charge during the first year.
 3. Two hours application consultation with Waters Chemistry Specialist valued at \$750 is provided at no charge during the first year.

ACQUITY UPLC Columns

176000864 1 ACQUITY UPLC BEH C18 1.7µm 2.1x100mm 3pk

Installation and Training

741000321 1 Waters TQ Detector MS System Installation
 Includes:
 -System Set up and Specification Testing
 -Product Familiarization Training
 -1 Year Manufacturers Warranty
 - Insight Remote Intelligent Services

2.	750000362	1	2 DAY on-site Field Apps Ed (2 days)	7,050.00	
				Discount	-2,115.00
				Net Price	4,935.00
					4,935.00

3.	176850005	1	LCT Premier MS System	317,952.50	
				Discount	-85,847.18
				Net Price	232,105.32
					232,105.32

Includes the following components

LCT PREMIER

176001227 1 LCT Premier XE Orthogonal Acceleration Time of Flight Mass Spectrometer with Rotary pump Backing option.
 LCT Premier XE is a compact, fully integrated, computer controlled, high performance, orthogonal acceleration time of flight mass spectrometer that can be configured for a wide range of LC-MS applications. The standard system comprises the following items :-
 A Z SPRAY™ API interface.
 LockSpray™ dual electrospray ion source for dedicated exact mass measurement
 Electrospray (ESI) inlet probe
 Integrated syringe pump
 ESCITM ionisation capability with LockSpray. This source allows you to

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monitor both ESI and APCI simultaneously using a single ionisation source. Applies LockSpray functionality to provide simplified exact mass measurement.

1. Z-Spray™ ATMOSPHERIC PRESSURE IONISATION SOURCE
Atmospheric pressure ionisation (API) HPLC interface comprised of the following:-

One easily dismountable ion source enclosure.

Rf ion guides for ion transfer to high vacuum region.

Software controlled nebuliser and desolvation gas

Cone gas facility to aid efficient drying/de-clustering prior to ion injection

One Rheodyne 7010P pneumatically operated injector fitted with a 10L loop.

The source and spraying elements are visible through an easily removable transparent enclosure and the source elements may be wiped clean in-situ or removed for cleaning without breaking vacuum. The nebulized spray is orientated orthogonally and positioned off axis for maximum source longevity and analyser protection against 'dirty' samples. The source also includes facilities for declustering ions formed at atmospheric pressure. Positive and negative capability is included. All source voltages are under data system control

TRANSFER OPTICS

A second Rf only ion guide lens and a Rf only hexapole is provided in addition to electrostatic steering and focussing lenses. All lens and analyser voltages are digitally controlled. Lens voltages used for data acquisition are automatically recorded and appended to the relevant data file.

3. ORTHOGONAL ACCELERATION TIME OF FLIGHT ANALYSER
Precision engineered orthogonal acceleration time-of-flight mass spectrometer for MS data acquisition.

Comprising:

One ion injection cell with two stage orthogonal acceleration system and high precision reflectron for high resolution performance.

Dual chevron microchannel plate and anode detector assembly, electrically isolated for optimum +ve and -ve ion detection.

One time to digital convertor (TDC) ion counting system operating at 4GHz.

One additional mirror to allow a second round trip of the TOF analyser (.W. geometry)

4. DATA DISPLAY

Real time spectrum display on the workstation terminal during tuning.

Real time chromatogram and spectrum display on the workstation terminal during acquisition.

5. VACUUM SYSTEM

Clean, differentially pumped vacuum system comprising:-

One Edwards High Vacuum EXT 70/70/200 3 stage air-cooled turbomolecular drag pump

One Edwards High Vacuum E1M18 rotary pump

One Edwards High Vacuum E2M28 rotary pump

The system is provided with an analyser Pirani vacuum gauge. An electromagnetic vent valve is fitted for

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automatic vacuum shut down. Vacuum readbacks and system vent/pump cycles are digitally monitored and controlled, to provide total software control and ensure fail-safe operation in the event of power failure.

6. INSTRUMENT CONTROL AND DATA PROCESSING ARCHETECTURE

All functions relating to instrument control, diagnostic system surveillance and Data acquisition are performed by an embedded PC and a time to digital convertor (TDC), operating at up to 4 GHz sampling frequency.

7. MASSLYNX SOFTWARE

The MassLynx workstation and software for instrument control, data acquisition and processing must be ordered separately (See MassLynx Acquisition System Options section for part numbers and descriptions)

Post acquisition processing and general data manipulation can be carried out by an additional computer workstation and software installation

(See the MassLynx Process-only Workstations section of the MassLynx Variant configurator 176706000)

The standard system does not include the following items,

which must be specified separately:

Additional Inlet probes (e.g IonSABRE, APPI, MUX, MUX-Exact Mass and NanoLockSpray).

PC based data system and monitor.

Additional data system terminals.

Printers.

HPLC systems or other inlet options.

700004027

1 Waters LCT Premier/XE Sample Kit

176001114

1 MassLynx 4.1, M57p & XP LCT Premier
 MassLynx 4.1 Application Software
 Multitasking suite of analytical applications and instrument management software operating in Microsoft Windows environment, featuring graphical user interface with multiple windows
 MassLynx includes:
 Mass Spectrometer Control Software
 Mass Spectrometer Control Software contains a comprehensive set of applications software for the LCT Premier.
 a) scan functions
 MS histogrammed spectra.
 b) acquisition functions
 Profile data acquisition
 HPLC control (specific HPLC systems only)
 HPLC Autosampler control (specific autosamplers only)
 Analogue input: Interfacing of up to four ancillary LC detectors (UV, RI) to MassLynx data system.
 External contact start/stop

c) MassLynx Applications Software

A multi-tasking suite of analytical applications and instrument management software. Includes:-

MassLynx operating system, featuring graphical user interface with multiple windows, pull down menus and toolbars.

Linkages to organise and co-ordinate the different modules of the

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package.
3-D contour plotting.
Spectral library search facilities (user defined or commercial libraries).
d) Tuning Utilities
Fully software supported instrument tuning via interactive graphics display window allowing control of:
Ionisation mode and polarity
MS acquisition
Ion source parameters
Lens voltages
TOF ion injection
Inlet Control Software (LC and GC, from multiple vendors)
Spectrum Review and Processing
Chromatogram Review and Processing
LC and/or GC Quantitation for chromatographic analysis
3-D Contour plotting
Spectral library search facilities (user defined or commercial libraries)
OpenLynx Application Manager
OpenLynx Processing provides summary reports for groups of samples.
OpenLynx methods may be configured to include:
1) Analytes found/not found.
2) Purity,
3) Probable elemental composition (with Exact Mass Measurement Instrumentation),
4) Chromatograms,
5) Spectra. OpenLynx reports are portable and may be viewed (read-only) with optional Browser utility without MassLynx software.
QuanLynx Application Manager
QuanLynx provides quantification of MassLynx data. QuanLynx quickly processes groups of samples, providing automated peak detection, calibration and quantification. The QuanLynx Report provides facile online data review and report printing.
License to operate software on one workstation.
MassLynx Security is NOT an option for the LCT Premier XE.
Lenovo ThinkCentre M57p E6750 with Windows XP Professional
Processor: Intel Core 2 Duo E6750 Processor (2.66 GHz 1333 MHz FSB 4MB L2); Operating system: Windows XP Professional;
Form factor: Tower; Motherboard: Intel Q35 Chipset; Total memory: 2 GB PC2-5300 SDRAM (2 DIMMs); Maximum memory: 8GB;
Video adapter: Intel GMA 3100 (integrated); Audio adapter: ADI 1882 HD Audio CODEC; First hard drive bay: 250GB HDD, 7200RPM Serial ATA; Second hard drive bay: None; Diskette drive: Floppy Disk Drive;
First optical device bay: DVD MultiBurner Plus; Networking: Integrated Intel Gigabit Ethernet;
Keyboard: Preferred Pro Full-size Keyboard (Stealth Black) - US Euro;
Pointing device: Optical USB wheel mouse;
System Warranty: Four Years Onsite International; Warranty with Non-HDD Return;
Expansion: 2 * PCI, 1 * PCI Expressx1, 1* PCI Expressx16; Ports: 1 Parallel, 1 * Serial, External microphone,

Waters Technologies Corporation d/b/a/ Waters Corporation 34 Maple Street Milford, MA 01757 Fax # 1-508-482-8532 or 1-508-482-8834

THIS QUOTATION IS EXPRESSLY CONDITIONED UPON AND SUBJECT TO ALL TERMS AND CONDITIONS SET FORTH ON THE FACE AND FINAL PAGE HEREOF.

PAYMENT TERMS SUBJECT TO CREDIT REVIEW

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668000273	1	External Display, Headphone, Line in, Line out, 8 USB 2.0 (2 front, 6 back); Additional Software: IBM RecordNow; Additional Network card: PCI Express 1x NetXtreme Gigabit Ethernet; National Instruments GPIB controller card; Monitor: None; Printer: None 20" Flat Panel Monitor		
176015000	1	ACQUITY UPLC System ACQUITY UPLC Core System. 1. Waters ACQUITY Ultra Performance LC Systems have been holistically designed to control and optimize all the parameters required to take full advantage of the benefits of UPLC in today's laboratory. The ACQUITY UPLC Core System forms the basis for all UPLC systems. The ACQUITY UPLC System is an integrated solvent and sample management UPLC instrument configured for binary solvent delivery and sample introduction. The system may be configured for a broad range of applications supported by UPLC optical and mass spectrometry detectors, with a choice of instrument control and data management software. The following items are included as part of the core system: - ACQUITY UPLC Binary Solvent Manager - ACQUITY UPLC Sample Manager w/High Temperature Column Heater Module - ACQUITY UPLC Solvent Tray Module - ACQUITY UPLC System Test Mix - ACQUITY UPLC System Test Column 2. 2. Connections INSIGHT valued at \$995, is provided at no charge during the first year. 3. Two hours application consultation with Waters Chemistry Specialist valued at \$750 is provided at no charge during the first year.		
176000864	1	ACQUITY UPLC Columns ACQUITY UPLC BEH C18 1.7µm 2.1x100mm 3pk MassLynx Software Options		
176001063	1	The ChromaLynx. Application Manager is designed to automatically process complex chromatographic datasets composed of many components which may be incompletely separated from one another. ChromaLynx operates with GC/MS or GC/MS/MS, and LC/MS or LC/MS/MS data. ChromaLynx provides exceptional efficiency for the location, peak detection and generation of 'clean' mass spectra of closely eluting components in complex mixtures with the ability to retain exact mass measurements where available through a proprietary chromatographic deconvolution algorithm. ChromaLynx provides: Automatic deconvolution of complex chromatograms A list of unique (or common) components Deconvoluted mass spectra Automatic library searching against commercially available libraries Comparison of deconvoluted chromatograms Semi-quantitative reporting of deconvoluted component concentrations ChromaLynx comparison browser for data review.		

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PRODUCT #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Installation and Training				
741000304	1	LCT Premier MS System Installation Includes: -System Set up and Specification Testing -Product Familiarization Training -1 Year Manufacturers Warranty -1 Year Software Support and Restore Service -Insight I-Assist Remote Connection		
4.	750000362	1 2 DAY on-site Field Apps Ed (2 days)	7,050.00	
			Discount -2,115.00	
			Net Price 4,935.00	4,935.00
5.	667003661	1 Kit, ACQUITY TQD Toxicology: STA	0.00	0.00
6.	667003663	1 Kit,ACQUITY TQD Toxicology: Targeted	0.00	0.00
			QUOTE TOTAL USD	472,456.76

Roberta A Wagner
STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25311

Waters
THE SCIENCE OF WHAT'S POSSIBLE™

DATE: 02/16/2009
WATERS QUOTE #: 20341857
EXPIRATION DATE: 04/26/2009
DELIVERY: 60 DAYS
Page 11 of 12

Quotation

www.waters.com

USER TEL: 304 558 0067
USER FAX: 304 558 4115
EMAIL: roberta.a.wagner@wv.gov
RFQ # CME90068 DUE 2/26/2009

FREIGHT TERMS:
FOB DESTINATION
ABSORBED BIDS
PAYMENT TERMS:
NET 30 DAYS

PLEASE REFERENCE THIS QUOTATION WHEN PURCHASE ORDER IS ISSUED

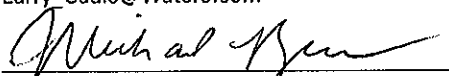
PRODUCT #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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To place an order for the products and services on this quotation, please fax your hard copy purchase order to:
508-482-8532 or 508-482-8834.

You may also send your hard copy purchase order to the following email address in the form of a PDF document:
waters_quotes@waters.com

To place a telephone order, contact Waters Sales Support at 1-800-252-4752 x8023

Questions regarding this quotation should be directed to your local
Waters Technical Sales Representative: Larry Cadle 1-800-252-4752 Ext. 6272
Larry.Cadle@Waters.com



Sales Support Representative
Waters Corporation
DRU

THIS TRANSACTION IS EXPRESSLY CONDITIONED UPON AND SUBJECT TO ALL OF THE FOLLOWING TERMS AND CONDITIONS:

1. Acceptance - Buyer's acceptance of the offer to purchase the products and/or services set forth on the front page made by Waters Technologies Corporation d/b/a Waters Corporation (Waters) of this quotation shall create a contract subject to and expressly limited by the terms and conditions contained on this form. Acceptance of this quotation may only be made on the exact terms and conditions set forth on this quotation; if additional or different terms are proposed by Buyer, such additional or different terms shall not become a part of the contract formed by Buyer's acceptance of the quotation. Receipt of the products sold hereunder or commencement of the services provided hereunder shall be deemed acceptance of the terms and conditions of this quotation.
2. Taxes and Payment - Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted. In the event Waters is required to prepay any such tax or fee, Buyer will reimburse Waters. Payment terms shall be net thirty (30) days after shipment and are subject to credit approval. An interest charge equal to 1 1/2% per month (18% per year) will be added to quotations outstanding beyond 30 days after shipment. In addition, Waters reserves the right, in its sole discretion, to require C.O.D. payment terms from any Buyer. Waters may also refuse to sell to any person until all prior overdue accounts are paid in full.
3. Delivery and Shipment - Delivery terms shall be F.O.B. Waters shipping point; identification of the products shall occur when they leave Waters shipping point at which time title and risk of loss shall pass to Buyer. All shipment costs shall be paid by Buyer and if prepaid by Waters the amount thereof shall be reimbursed to Waters. Waters will make reasonable commercial efforts to ship the products or provide the services hereunder in accordance with the delivery date set forth on the reverse side hereof provided, that Waters accepts no liability for any losses or for general, indirect special or consequential damages arising out of delays in delivery.
4. Warranty - The products and/or services shall be covered by the applicable Waters standard warranty, a copy of which is supplied with the products and/or services or upon request. NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES. WATERS EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any model or sample furnished to the Buyer is merely illustrative of the general types and quality of goods and does not represent that the products will conform to the model or sample. Buyer's remedies under Waters warranty shall be limited to repair or replacement of the product or component which failed to conform to Waters applicable standard warranty. WATERS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY BUYER FROM THE USE OF ITS PRODUCTS OR SERVICES.
5. Returned Goods - Waters may, in its sole discretion, authorize product returns in appropriate circumstances, subject to such conditions as Waters may specify. Any such return shall be subject to the express prior authorization of Waters and payment by Buyer of a restocking charge. No returns will be authorized after one hundred twenty (120) days following shipment to Buyer.
6. Technical Advice - Waters may, at Buyer's request furnish technical assistance, advice and information with respect to the products if and to the extent that such advice, assistance and information is conveniently available. It is expressly agreed that there is no obligation to provide such information, which is provided without charge at the Buyer's risk, and which is PROVIDED WITHOUT WARRANTY OF ANY KIND AND IS SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN PARAGRAPH 4.
7. Waters Right of Possession, etc. - Buyer hereby grants Waters a purchase money security interest in the goods offered by this quotation to secure the due and punctual payment of the purchase price specified in this quotation. In the event of default by Buyer in any payment due Waters, Waters shall have the right, in addition to any other remedies it may have at law or in equity, to withhold shipment, to recall goods in transit and retake the same, to repossess any goods which may be stored with Waters for Buyer's account without the necessity of Waters initiating any other proceedings. In addition, Waters shall have all of the rights and remedies of a secured party under the Massachusetts Uniform Commercial Code and may exercise all such rights and remedies in accordance therewith. Buyer shall execute such documents as Waters may request to effectuate the foregoing security interest.
8. Agents, etc. - No agent, employee or other representative has the right to modify or expand Waters standard warranty applicable to the products and/or services or to make any representations as to the products other than those set forth in the applicable user or operator's guide delivered with the products, and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of contract between Waters and Buyer for the purchase of the products or services.
9. Fair Labor Standards - The products or services provided hereunder were produced and/or performed in compliance with the requirements of all sections of the Fair Labor Standards Act of 1938 as amended.
10. Equal Employment - Waters is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, age, veteran or handicapped status.
11. Modifications, Waiver, Termination - The contract formed by Buyer's acceptance of this quotation may be modified and any breach thereunder may be waived only by a written and signed document by the party against whom enforcement thereof is sought.
12. Governing Law - The contract formed by Buyer's acceptance of this quotation shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A.
13. Compliance with Laws - Buyer shall at all times comply with all applicable federal, state and local laws and regulations, including, without limitation, the provisions of the United States Export Control Laws as may be in effect for any of the products or services, and, if products or services hereunder are used in clinical applications, all applicable rules and regulations of the United States Food and Drug Administration and/or other domestic or international agencies with respect to the application of, as the case may be, Good Clinical Practices ("GCP"), Good Laboratory Practices ("GLP") or good Manufacturing Practices ("GMP").
14. Additional Terms and Conditions - This quotation is also subject to any Waters Special Terms and Conditions applicable to the products or services offered by this quotation, which appear on the front of this quotation. Any variance from the terms and conditions of this quotation in any order or other written notification from Buyer, will be of no effect. Should Buyer order products or services through a Waters office located outside of the United States, the terms and conditions of the quotation issued by the office outside of the United States shall govern such order.
15. Arbitration - Any and all disputes or controversies arising in connection with the contract formed by Buyer's acceptance of this quotation or the sale of products and/or performance of the services shall be resolved by final and binding arbitration in Boston, Massachusetts, under the rules of the American Arbitration Association then obtaining. The arbitrators shall have no power to add to, subtract from or modify any of these terms or conditions of this contract. Any award rendered in such arbitration may be enforced by either party in either the courts of the Commonwealth of Massachusetts or in the United States District Court for the District of Massachusetts, to whose jurisdiction for such purposes Waters and Buyer each hereby irrevocably consents and submits.
16. Software - To the extent there is any software included with the products, the software is being licensed, not sold and all rights, title and interest therein shall remain with Waters. Use of the software shall be in accordance with the applicable software license delivered with the products. U.S. Government Restricted Rights - RESTRICTED RIGHTS LEGEND. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(iii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable.
17. Force Majeure - Waters shall have no liability for failure to perform, or delay in performance, in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labor disturbances.