



**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.



May 18, 2010

Via Federal Express

Ms. Krista Ferrell
Department of Administration
Purchasing Division
Building 15
2019 Washington Street East
Charleston, WV 25305-0130

Re: State of West Virginia Request For Quotation No. AGR1022 Addendum 1 for an LC/MS System; AB Quote No. 20660140 – Proposal 1 of 2

Dear Ms. Ferrell:

Thank you for the opportunity to respond to your request For Quotation No. AGR1022 Addendum 1, for a LC/MS System. Please accept the attached bid package, which includes completed bid forms, HIPAA statement, and proposals as detailed below, for the API 3200 System. Please note that the prices set forth in Quote No. 20660140 are valid to June 30, 2010.

Proposal for the API 3200 System includes:

- Cover Letter
- Completed Cost Sheet
- Quote Number 20660140
- API 3200 Brochure
- AB 3G Brochure
- App Note: EPA Method 535
- App Note: Detect Organonitrogen and Triazine Pesticides
- App Note: Analysis of Residual Phenoxyacid Herbicides
- Differentiating Features of the API 3200 LC/MS/MS System
- Tech Note: Characterizing and Quantifying Chloramphenicol
- App Note: Simultaneous Analysis of Multiple Anti-Bacterial Drugs
- Article: Determination of 142 Pesticides in Fruit and Vegetable Infant Foods
- Slide: New Residues of Pesticides in Drinking Water
- Prominence Brochure
- Shimadzu LC Systems Specifications
- Site Planning Guide
- Tech Note: Smaller Footprint

RECEIVED

200 MAY 19 A 10:34

PURCHASING DIVISION
STATE OF WV

References:

1. US FDA, Center for Veterinary Medicine
Dr. Pak Chu, Pak.Chu@fda.hhs.gov, 310.210.4583
2. US FDA, Center for Veterinary Medicine
Dr. Mary Carson, Mary.Carson@fda.hhs.gov, 301.210.4652
3. US FDA, Center for Food Safety and Applied Nutrition, College Park, MD
Dr. John Callahan, john.callahan@cfsan.fda.gov, 301.436.2039
4. State of Virginia, Department of Consolidated Laboratory Services, Richmond, Virginia
Mr. Shane Wyatt, Shane.wyatt@dgs.virginia.gov, 804.648.4480 ext 377
5. Health Canada, Pesticide Management and Regulatory Agency
peter.bradley@inspection.gc.ca, 613.759.1285
6. Canadian Food Inspection Agency
Dr. Jian Wang, Calgary Laboratory, 3650 36th St NW, Calgary, Alberta, Canada T2L 2L1

In regard to your Updates section under your Additional Specifications, please refer to line item 0011 in quotation for further details. Hardware updates are not included, but available at list prices current at time of purchase.

To clarify, under Section 13 of your General Terms and Conditions, HIPAA Business Associate Addendum, our understanding, for reasons set forth in attached the HIPAA statement, is the nature of services we will be providing under any resulting contract will not expose us to any protected information that would qualify us as a business associate under HIPAA.

Should you have any questions regarding our products and/or pricing, please contact Robert Christian at phone 434.295.9626 or at email robert.christian@absciex.com. For any contractual issues, please contact me as provided below.

Thank you in advance for your time and consideration.

Sincerely,



Carla T. Mc Murray-Müller
Applied Biosystems LLC
on behalf of AB Sciex
Ph.650.554.2350
Fax.650.638.5143
carla.mcmurray@lifetech.com

Enclosures



April 15, 2010,

Ms. Krista Ferrell
State of West Virginia

Proposal #1

Dear Ms. Ferrell,

In response to the RFQ AGR1018 AB SCIEX is pleased to offer the enclosed proposal for an API 3200 LC-MS/MS System. The technical specifications in RFQ AGR1018 are for the most part taken directly from another vendors (Varian) literature, some of it copied verbatim. AB SCIEX has a long history of providing quality LC-MS/MS instrumentation into a wide range markets. The package we are offering meets or exceeds all of the performance specifications in the RFQ.

AB SCIEX is the worlds leading provider of mass spectrometry instrumentation to the life science market with an install base of over 13,000 instruments. Our instruments offer best in class precision, accuracy, sensitivity and robustness performance, characteristics that have positioned AB SCIEX as the preferred partner for LC-MS/MS applications. AB SCIEX instruments have been implemented in many labs throughout the world for testing of food products, including at the US FDA Center for Food Safety and Applied Nutrition, US FDA Center for Veterinary Medicine, the FDA Field Lab organization and the US Department of Agriculture. An extensive list of relevant references is included in our proposal

To further illustrate the capabilities of our technology we have included a range of peer reviewed publications and Application Notes specific to the analysis of pesticides and antibiotics.

Our proposal is valid until June 30th, 2010, is being offered with shipping terms of FOB Destination with Freight quoted. All products will be delivered within 45 days after receipt of order.

During installation two copies of user manuals will be provided. These manuals include system descriptions, operator training and instructions on how to perform routine maintenance.

To support the large install base, AB Sciex offers a best in class service organization with unparalleled response times and speed of resolution. With this bid we are offering our standard Warranty and AB Assurance program which provides four (4) hour telephone call back and 48-hour guaranteed on-site response. We also offer free technical support via our toll free telephone number from 8 am-8 pm, Monday through Friday.

AB SCIEX appreciates the opportunity to work with the State of West Virginia. Our proposal offers the highest performance instruments and offers the State of West Virginia the best value solution available.

Thank you for your consideration.

Sincerely,

ROB CHRISTIAN, Ph.D.
Mass Spectrometry Sales Specialist



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

Request for Quotation

RFQ NUMBER:
AGR1022

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

*ABSC/EX/LLC
 353 Hatch Dr
 Foster City, CA 94404*

PROPERTY

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

| | | | | |
|-------------------------------------|--------------------------------|---------------------------------|------------------------------|--|
| DATE PRINTED 05/05/2010 | TERMS OF SALE <i>Net 30</i> | SHIP VIA | F.O.B. <i>Destination</i> | FREIGHT TERMS <i>Freight Quoted</i> |
| BID OPENING DATE: 05/13/2010 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| 0001 | 1 | LS | | 493-99 | | |
| <p><i>See quotation No. 20660140</i></p> <p>LIQUID CHROMOTOGRAPH/MASS SPECTROMETER</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (1) LIQUID CHROMOTOGRAPH/MASS SPECTROMETER PER THE ATTACHED SPECIFICATIONS.</p> <p>NOTICE TO PROCEED: THE SYSTEM SHALL BE DELIVERED AND FULLY OPERATIONAL BY JUNE 30, 2010. WARRANTY/YEAR MAINTENANCE AND SUPPORT DATES SHALL BE ADDED TO THE CONTRACT BY CHANGE ORDER UPON THE SUCCESSFUL INSTALLATION AND ACCEPTANCE OF THE SYSTEM BY THE AGENCY.</p> <p>MAINTENANCE AND SUPPORT MAY BE RENEWED UPON MUTUAL WRITTEN CONCENT OF THE SPENDING UNIT AND THE VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO THE NUMBER OF YEARS SELECTED BY THE AGENCY IN THE ATTACHED PRICE SCENARIOS.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Russ S* TELEPHONE: *800.874.9868* DATE: *May 18, 2010*

TITLE: *Sr. Contract Specialist* FERN: *27-1082047* ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

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PAGE:
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 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

*AB SCIEX LLC
 353 Hatch Dr
 Foster City, CA 94404*

SHIP TO

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------------------|-----------------------|
| 05/12/2010 | <i>Net 30</i> | | <i>Destination</i> | <i>Freight Quoted</i> |

BID OPENING DATE: *05/20/2010* BID OPENING TIME: *01:30PM*

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|--|----------------------|--|
| ***** ADDENDUM NO. 1 ***** | | | | | | |
| THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED SPECIFICATIONS INADVERTENTLY OMITTED FROM THE REQUEST FOR QUOTATION AND TO EXTEND THE BID OPENING DATE. | | | | | | |
| THE BID OPENING DATE IS CHANGED FROM: 05/13/10 @1:30 PM TO: 05/20/10 AT 1:30 PM | | | | | | |
| ***** END ADDENDUM NO.1 ***** | | | | | | |
| 0001 | 1 | LS | | 493-99 | | |
| | | | | LIQUID CHROMOTOGRAPH/MASS SPECTROMETER | | <i>See quotation no 20660140 attached</i> |
| ***** THIS IS THE END OF RFQ | | | | | AGR1022 ***** TOTAL: | <i>See quotation no. 20660140 attached</i> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------------|--------------------------------|-----------------------------------|
| SIGNATURE: <i>Rose J</i> | TELEPHONE: <i>800.874.9868</i> | DATE: <i>May 18, 2010</i> |
| TITLE: <i>Sr. Contract Specialist</i> | FEIN: <i>27-1082047</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

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

INSTRUCTIONS TO BIDDERS

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

LCMS Triple Quadrupole System

LC/MS triple quadrupole system, API module and ESI housing; control software, PC, 1 MS40+ foreline pump, HPLC pumps, HPLC autosampler, HPLC column, installation, onsite training of a minimum of 5 days of on-site training to cover methods set-up and fine tuning, maintenance, quantization, report generation, Full Scan and SIM combined methods development and 1-year warranty.

LC Interface:

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

MS Features must include:

Full scan

Selected Ion Monitoring (SIM)

Precursor (Parent) scan

Product (Daughter) scan

Neutral Loss scan

Single Reaction Monitoring (SRM)

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

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

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

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

Workstation Features:

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

Liquid Chromatography Pump for LC/MS

The pumping system features:

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

Self priming design for reliability and ease-of-use

Rugged, stackable metal boxes for small lab bench footprint

Controlled by MS Workstation Software

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

Performance

Settable Gradient Flow Rate range: 100 μ L/min to 2.0 mL/min (0.001 mL/min increments)

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

Maximum Pressure: 400 Bar (6000 psi)

Flow Precision: ± 1.5 %

Flow Accuracy: ± 1 % or ± 1 μ L/min. whichever is greater

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

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

Pressure Pulsation: $< 1.0\%$ P/P (200 μ L/min, 2000 psi)

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

Communications: RS232

Control: Keypad or MS Workstation

Note: Unless otherwise indicated specified values apply from 100 to 400 μ L/min.

Specifications

Must be fully controlled by MS Workstation

Must be housed in rugged, stackable metal boxes for low EMC emissions

Must be supplied as a factory tested, pre-plumbed, binary gradient package for ensured start up and performance

Self priming design for reliability and ease-of-use

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

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

Autosampler**Injection range:**

Standard: 1-5000 μL ; 1- μL increments; 500- μL syringe

Sample capacity:

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

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

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

Injection precision:

RSD for injection volume $>5 \mu\text{L}$:

Full-loop: 0.3%

Partial-loop: 0.5%

μL pick-up: 1.0%

Carry-over

$<0.05\%$ (typical)

Needle wash:

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

Option: 6 wash solvents (SSV option)

Cycle time:

<60 seconds in all injection modes with injection volume $<100 \mu\text{L}$, including 250- μL wash

Standard hardware configuration:

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

Sampling technology:

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

No sample-syringe contact

Fixed concentric air/sample needle pair

OptiPlex 960 MiniTower Computer:

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

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

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

Sound: Integrated sound card and chassis mounted speaker

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

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

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

Floppy Drive: 1.44MB 3.5 Inch Floppy Drive

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

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

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

Operating System: Microsoft® Windows® XP Professional, SP2

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

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

NOTE: Minitower dimensions: H:16.10 in. x W:7.32 in.; D:16.97 in.. RoHS Compliant Lead Free Chassis and Motherboard. Monitor or printer NOT included.

LC/MS/MS Performance Specifications

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

*Based on RMS noise; 0.7 PWHM res

Nitrogen Generator

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

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

Features:

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

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 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
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 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
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Request for Quotation

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| PAGE |
| 2 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| KRISTA FERRELL 304-558-2596 |

RFQ COPY
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AB SCIEX LLC
353 Hatch Dr
Foster City, CA 94404

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
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 25312 304-558-2221

| | | | | |
|------------------------------|---------------|--------------------------|-------------|----------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 05/05/2010 | Net 30 | | Destination | Freight Quoted |
| BID OPENING DATE: 05/13/2010 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: AGR1022</p> <p>BID OPENING DATE: 05/13/2010</p> | | | | | | |

| | | |
|---|---------------------------|-----------------------------------|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | |
| SIGNATURE <i>Ruse J</i> | TELEPHONE 800.874.9868 | DATE May 18, 2010 |
| TITLE Sr. Contract Specialist | FEIN 27-1082047 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

Request for Quotation

RFQ NUMBER
AGR1022

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE

*AB SCIEX LLC
 353 Hatch Dr
 Foster City, CA 94404*

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

| | | | | |
|-------------------------------------|--------------------------------|----------------------------------|---------------------------|--|
| DATE PRINTED 05/05/2010 | TERMS OF SALE <i>Net 30</i> | SHIP VIA | FOB <i>Destination</i> | FREIGHT TERMS <i>Freight Quoted</i> |
| BID OPENING DATE: 05/13/2010 | | BID OPENING TIME: 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|---------------|--|
| BID OPENING TIME: | | | 1:30 PM | | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| ----- <i>650-638-5143</i> ----- | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| ----- <i>Carla T. McMurray</i> ----- | | | | | | |
| ***** THIS IS THE END OF RFQ | | | | | AGR1022 ***** | TOTAL: <i>See quotation no. 2066 0140 attached</i> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: *800.874.9868* DATE: *May 18, 2010*

TITLE: *Sr. Contract Specialist* FEIN: *27-1082047* ADDRESS CHANGES TO BE NOTED ABOVE

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

Chromatograph/Mass Spectrometer (LC/MS) System

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

WVDA seeks to acquire the LC/MS system via a purchase with a Maintenance Agreement for a period of three to five years. Maintenance Agreement will go into effect after the initial first year warranty expires. Payments are yearly and will be paid in arrears on a quarterly basis for the agreed number of years. Effective dates for the warranty and first year's maintenance shall be added by change order upon the successful delivery, installation, training, and acceptance of the system by the agency. Subsequent year's maintenance selected by the agency shall be added to the contract on the anniversary of the effective date of the contract upon mutual written agreement of the vendor and the agency.

Vendor must provide data validating that their product meets the bid specifications, training, warranty, complete premium service for all equipment/instruments and software including all parts, repairs, labor, travel, special services, and preventative maintenance for the duration of the lease agreement / warranty period at no expense to the agency. References with point of contact verifying the product qualifications. Failure to provide documentation shall result in disqualification of the vendor's bid.

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

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

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

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

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

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

ADDITIONAL SPECIFICATIONS

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

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

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

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

Delivery Time Frame: It must be delivered and fully operational by June 30, 2010.

CUSTOMER SERVICE

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

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

RFQ: AGR1022 COST SHEET

| Equipment | Cost |
|---|---------------|
| Mass Chromotograph System with installation and training <i>Equipment Includes 1 Year Warranty, Maintenance, and Support).</i> | \$ 209,752.00 |
| Additional Maintenance | |
| Year 1 | \$ 24,452.70 |
| Year 2 | \$ 48,905.40 |
| Year 3 | \$ 73,358.10 |
| Year 4 | \$ 97,810.80 |
| Year 5 | \$ 122,263.50 |

Price Scenario 1: Equipment plus Year 1, 2, and 3 of Additional Maintenance
 \$ 283,110.10

Price Scenario 2: Equipment plus Year 1, 2, 3, and 4 of Additional Maintenance
 \$ 307,562.80

Price Scenario 3: Equipment plus all 5 years of Additional Maintenance
 \$ 332,015.50

***The price scenarios listed above are for bid evaluation purposes only. Agency will award based on lowest cost for the scenario.*

If bidding an "or equal" product, please list below the manufacturer and model. Additionally, the vendor must provide documentation which demonstrates the adherence to the specifications contained within this RFQ.

Manufacturer: AB SCIEX
 Model: API 3200 + Shimadzu Prominence

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: AB SCI EX LLC Signed: [Signature]
Date: May 18, 2010 Title: Sr. Contract Specialist

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

RFQ No. AGR1022
amend 1

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: ABSCIEX LLC

Authorized Signature: *[Signature]* Date: 5/18/10

State of California

County of San Mateo, to-wit:

Taken, subscribed, and sworn to before me this 8 day of May, 2010.

My Commission expires December 9, 2011, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*





HIPAA Statement

AB Sciex takes privacy very seriously. AB Sciex is also committed to comply with all relevant federal and state regulations pertaining to privacy, including HIPAA. However, we believe that in the normal course of AB Sciex' businesses, AB Sciex and its employees are not "covered entities" under HIPAA. Neither is AB Sciex or its employees "business associates" of covered entities such as the Center for Molecular Medicine, since we neither perform functions on your behalf (such as utilization review or quality assurance) nor provide contracted services to you (such as legal, accounting or information technology support). While the HIPAA privacy regulations at 45 C.F.R. Part 164 require a business associate agreement for certain vendors whom you deal with -- such as the service providers mentioned above -- we deem that it unnecessary to enter into any HIPAA business associate agreements or agree to the terms set forth in the Special Contract Requirement unless required under the law.

AB Sciex sells laboratory instruments and associated maintenance and repair services, and does not use or disclose protected health information, as defined under HIPAA, in providing such services. Typically, AB Sciex accesses system diagnostic information, i.e., information that helps us diagnose the performance of your instrument and identify the parts thereof that need repair. Although there may be rare instances in which AB Sciex needs to look at scientific results generated by the instrument to assess performance of the instrument, such exposures are unlikely to be individually identifiable, and are, in any event, incidental exposures contemplated by the HIPAA Privacy Rule as not requiring a business associate agreement.

If you still believe that a business associate agreement is needed, please provide us with a detailed explanation of how you believe our services fit into 45 C.F.R. Part 164.

Sincerely yours.

AB Sciex



Quotation

PAGE 1 of 9

AB Sciex LLC
353 Hatch Drive
Foster City, CA 94404 U.S.A.
T(650)638-5800, F(650)638-5884

To: Krista Ferrell
WV Dept of Agri
2019 Washington Street East
CHARLESTON WV 25305

Quote No.: 20660140
Quote Valid To: 06/30/2010
Quote Date: 05/14/2010
Pay Terms: Net 30 Days
Freight Terms: FOB DESTINATION - FRT QUOTED

Telephone No.
Fax No.

**Please reference Quote No.
when placing your orders.**

| Item | Part Number | Description | QTY | Unit List Price | Unit Net Price | Total Extended Price |
|------|-------------|---|------|-----------------|----------------|----------------------|
| 0001 | 4365413 | API 3200 Applied Markets System Package INCLUDES: API 3200 Instrument Enhanced high performance triple quadrupole LC/MS/MS mass spectrometer with a mass range of m/z 5 to 2000. Integrated syringe pump 10 port, 2 position switching valve. Turbo V Source that accepts either the TurbolonSpray or APCI Probe TurbolonSpray Probe Heated IonSpray probe for use in the Turbo V Source. Accepts flow rates from 5 to 3000 ul/min without splitting. Ideal for quantitation at high sensitivity and high flow rates. APCI Probe Atmospheric Pressure Chemical Ionization probe for use in the Turbo V Source. Useful for ionization of small polar and neutral molecules. Accepts flow rates from 200 to 3000 ul/min. | 1.00 | 226,000.00 | 159,150.00 | 159,150.00 |

WARRANTY INFORMATION

AB Sciex limited product warranties are included with shipment of its products. You may visit www.absciex.com for warranty information or contact your local AB SCIEX sales representative to request a copy. AB Sciex instruments and accessories are warranted by AB Sciex for a period of one year, unless a different period or no warranty is indicated on AB Sciex quotation. The warranty period for AB Sciex instruments begins on the earlier of the date of installation or 90 days from the date of shipment for instruments installed by AB Sciex personnel. For AB Sciex instruments installed by the buyer or anyone other than AB Sciex, the warranty period begins on the date the instrument is delivered.

TERMS AND CONDITIONS

This quotation, including AB Sciex' General Terms and Conditions of Sale furnished with this quotation, and, if software is included, AB Sciex' applicable end user software license agreement, sets forth the terms on which AB Sciex is offering to sell the product(s) listed on this quotation. AB Sciex' end user license agreement for instrument operating software can be found on AB Sciex website, at: <http://www.absciex.com/legal>. Licenses for stand alone software are in click wrap form. You may contact AB Sciex for a copy at any time. By issuing a purchase order or otherwise ordering the product(s), the customer expressly agrees to these General Terms and Conditions of Sale (and operating software end user software license agreement, if applicable) to the exclusion of all others not expressly agreed to in writing by an authorized representative of AB Sciex. If you have any questions, please call AB Sciex' Customer Account Services at 650-638-5800. Stenographical/clerical errors are subject to correction. Most recent quotation will supersede all prior quotations. All amounts are in USD.

Sales Representative: Robert Christian

Prepared by: Cherry Gallardo

ACCEPTANCE OF THIS QUOTATION IS LIMITED TO THE ATTACHED TERMS