



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  
 LBS11091

PAGE  
 1

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

VENDOR  
 \*709032209 410-381-6996  
 SHIMADZU SCIENTIFIC INSTRUMENT  
 7102 RIVERWOOD DRIVE  
 COLUMBIA MD 21046

SHIP TO  
 HEALTH AND HUMAN RESOURCES  
 ENVIRONMENTAL CHEMISTRY LAB  
 4710 CHIMNEY DRIVE  
 CHARLESTON, WV  
 25302 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/13/2011				

BID OPENING DATE: 02/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		490-55		279,705.97
LIQUID CHROMATOGRAPH/MASS SPECTROMETER/MASS  SPECTROMETER (LC/MS/MS) INSTRUMENT TO MEET THE REQUIREMENTS OF THE PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT WITH THE CENTER FOR DISEASE CONTROL AND PREVENTION (CDC). THE TECHNOLOGY OF THE LC/MS/MS MUST BE CONFIGURED SPECIFICALLY FOR THE STATE DEPARTMENT OF HEALTH LABORATORIES WHO ARE MEMBER OF THE US CENTERS FOR DISEASE CONTROL LRN-C PROGRAM. THE RESOLUTION AND SENSITIVITY CAPABILITY MUST BE ABLE TO MEET OR EXCEED THE LIMITS OF DETECTION AND MINIMUM REPORTING LEVELS REQUIRED FOR THESE AGENTS AS STIPULATED UNDER THE LABORATORY RESPONSE NETWORK - CHEMICAL, QUALITY ASSURANCE PROGRAM, VALIDATION GUIDELINES. THIS INSTRUMENT IS TO BE INSTALLED IN THE THREAT PREPAREDNESS LABORATORY IN THE ELK OFFICE CENTER BUILDING LOCATED AT 4710 CHIMNEY DRIVE, SUITE G, CHARLESTON, WV 25302, PER THE ATTACHED DETAILED SPECIFICATIONS.						
>> PLEASE SEE ATTACHED SPECIFICATIONS/COST SHEET. <<  PLEASE NOTE THIS IS A RE-BID OF LBS11009.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						

RECEIVED  
 2011 FEB 15 AM 10:17  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Keith A. Stay* TELEPHONE: 800-388-6996 DATE: 2/11/11

TITLE: Life Science Account Manager FEIN: 52-1035956 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](http://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).



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VENDOR

\*709032209      410-381-6996  
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BID OPENING DATE: 02/17/2011      BID OPENING TIME 01:30PM

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/1/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PLEASE NOTE: PROOF OF WORKER'S COMPENSATION INSURANCE IS REQUIRED.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith A. Hoop</i>	TELEPHONE 800-388-6996	DATE 2/11/11
TITLE Life Science Account Manager	FEIN 52-1035956	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.            VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----LBS11091-----</p> <p>BID OPENING DATE:---2/17/2011---</p> <p>BID OPENING TIME:---1:30 PM---</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith A. Hupp</i>	TELEPHONE 800-388-6996	DATE 2/11/11
TITLE Life Science Account Manager	FEIN 52-1035956	ADDRESS CHANGES TO BE NOTED ABOVE

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 410-290-9140 -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Dr. Faith Hays -----          ***** THIS IS THE END OF RFQ LBS11091 ***** TOTAL: <u>279,705.97</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Faith A. Hays</i>	TELEPHONE 800-388-6996	DATE 2/11/11
TITLE Life Science Account Manager	FEIN 52-1035956	ADDRESS CHANGES TO BE NOTED ABOVE

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



**Shimadzu Scientific Instruments**

7102 Riverwood Drive  
Columbia, MD 21046

Toll Free: 1.800.388.6996  
Fax: 410.290.9140  
www.ssi.shimadzu.com

February 14, 2011

Ms. Roberta Wagner  
State of West Virginia  
PO Box 50130  
Charleston, WV 25305  
Re: LBS11091

Dear Ms. Wagner,

I am writing in regards to your request for quotation LBS11091 for a Liquid Chromatograph/Mass Spectrometer/Mass Spectrometer.

Thank you in advance for reading this proposal in its entirety.

It should be noted that we have free onsite training for as many days as needed for the end users to become proficient with the instrument. Our technical personnel can also be scheduled for re-trainings at no charge in the future.

Shimadzu also offers free phone support for the lifetime of the instrument.

We take the following exceptions to the bid specifications:

- 5. The LC/MS/MS instrument must have a nitrogen gas generator and a maintenance kit.**

Our bid includes the Parker Balston Nitroflow generator. In addition to the maintenance kit, a Preventative Maintenance (PM) visit by a factory-certified Service Engineer is included.

- 7. The LC/MS/MS instrument system package must have a micro degasser which includes a 4-channel micro-vacuum, degasser, remote control cable, and connecting tubing.**

Our DGU-20A5 is a 5-channel degasser.

8. The LC/MS/MS instrument must be fully compatible with a system controlled auto sampler with a 100uL injection loop, tray for two well plates, 10x 2mL vials, 2x54- vial plates, Rheodyne injection valve (600 bar), and 05 m CAN cable.

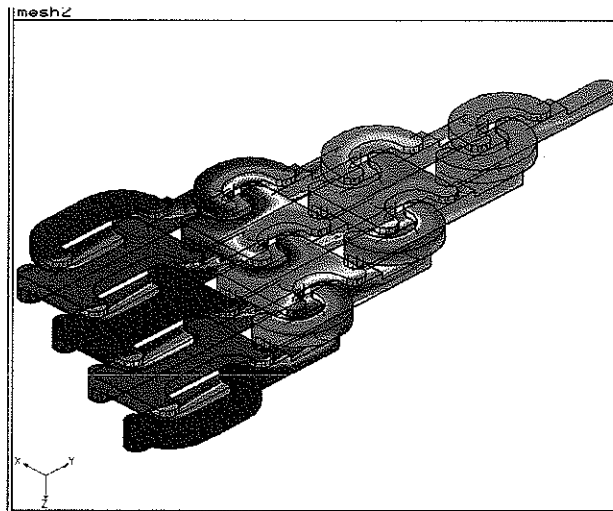
The Nexera SIL-30AC autosampler has a maximum 50 uL injection. When working at elevated pressures (rapid resolution with 1.8 micron particles), 100uL injections would completely overload the column. Furthermore, an injection volume of this size for LCMS is not practical.

10. For rapid resolution LC, the column compartment temperature must maximize to 100°C and pressures up to 600 bar.

The Nexera CTO-30A column oven goes to 150°C and over double the pressure at over 1310 bar. In addition, Shimadzu's oven incorporates an Intelligent Heat Balancer (IHB) to minimize band broadening, even at the higher flow rates used in ultra-high pressure chromatography.

It is important for you to also note the following:

- Shimadzu's system has the lowest cost of ownership and is, by far, the best bang for your buck.
- The Nexera LC-30AD pumps have the best performance on the market. Important for LCMS work, they have the lowest pulsation available. They can go from 0.0001 to 3 mL/minute at 19000 psi (over 1310 bar) and up to 5 mL/minute up to 12,000 psi (over 827 bar).
- Shimadzu's Nexera MiRC Mixer offers the lowest delay volume on the market. This translates into the highest sample throughput and least solvent usage. Below is a graphic:





Shimadzu Scientific Instruments

7102 Riverwood Drive  
Columbia, MD 21046

Toll Free: 1.800.388.6996  
Fax: 410.290.9140  
www.ssi.shimadzu.com

- Shimadzu's Nexera SIL-30A autosampler has the best performance on the market. Important for MS, it has the lowest carryover specification available. Unlike all of our competitors, we can provide a 10 second cycle time AND near zero carryover. All others have to slow down their autosampler to achieve better carryover performance. In addition, they cannot even come close to achieving a 10 second cycle time. The example below shows the sticky chlorohexidine. This performance is better than any other autosampler on the market when they use well-behaved, non-sticky caffeine. This specification is also taken at a higher pressure than the Rapid Resolution system can even achieve (1000 bar).

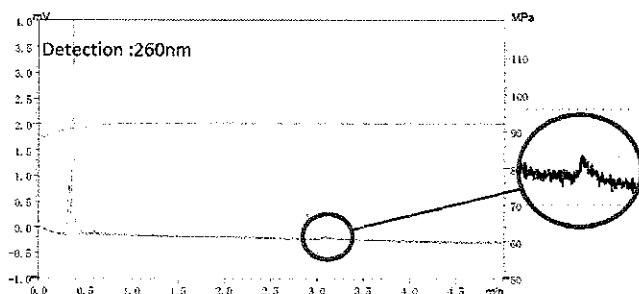
### Carryover of chlorohexidine @ 100 MPa

Results : 0.0006 %

Without injection port rinse, needle internal rinse

With needle outer surface rinse

	Carryover
Chlorhexidine 2,000 ng/uL	-
Post-blank 1	0.0006%
Post-blank 2	0.0003%
Post-blank 3	0.0004%



- The Shimadzu proposal includes a semi-micro flow cell in the PDA instead of the standard flow cell. This will provide much better data when doing high pressure/rapid resolution.
- It is also important to note that the LCMS 8030 is the fastest triple quadrupole MS on the market.
- The LCMS 8030 offers a scan rate of 15000u/sec; a polarity switching time of 15 msec; a minimum pause time of 1 msec and a minimum dwell time of 1 msec.
- All of those specifications lead to the ability to perform 512 MRM's per second.

Thanks again for the opportunity to earn your business.

Sincerely,

Faith Hays, Ph.D., Life Science Account Manager





# QUOTATION

Number: SSI-30808-CXAU Rev. 0

### QUOTE DESCRIPTION:

LCMS 8030 for Bid LBS11091. The Free Column, line item 21, will be the Luna HILIC 50x2.1, 3.0um, part # 00B-4449-B0, a \$429.00 value.

Roberta Wagner  
State of West Virginia  
PO Box 50130  
2019 Washington Street East  
Charleston, WV 25305, United States  
**Phone:** 304-558-0067  
**Fax:** 304-558-4115  
**E-mail:** Roberta.A.Wagner@wv.gov

<b>Effective Date</b>	2/1/2011	<b>Proposed Ship Date</b>	30 Days/ARO
<b>Expiration Date</b>	3/3/2011	<b>FOB</b>	DESTINATION
<b>Ship Method</b>	BEST WAY	<b>Shipping Terms</b>	PREPAID & ADD
<b>Inco Terms</b>			

**PLEASE SEE ATTACHED TERMS AND CONDITIONS**

**For questions or modifications about this quote, please contact your sales representative. If you are a tax exempt customer, please contact Customer Service and send a copy of your exemption certificate in with your order. The exemption certificate can also be faxed to 410-381-1222**

**Salesperson:** Faith Hays MAT Regional Office  
**Phone:** (800) 388-6996 Ext. 1677 7102 Riverwood Drive  
**E-mail:** fahays@SHIMADZU.com Columbia, MD 21046-2502

ADDITIONAL INFORMATION:

## **THANK YOU FOR YOUR INTEREST IN SHIMADZU SCIENTIFIC INSTRUMENTS**

**Authorization Signature**

**Date: 2/14/2011**

**For Order Placement:**

Reference Quotation Number on Purchase Order  
Shimadzu Scientific Instruments  
7102 Riverwood Drive  
Columbia MD 21046  
Toll Free: 800-477-1227  
Phone: 410-381-1227  
Fax: 410-381-6781  
E-mail: [customer.service@shimadzu.com](mailto:customer.service@shimadzu.com)  
Int'l Fax 410-309-6130  
Int'l Email [icsc@shimadzu.com](mailto:icsc@shimadzu.com)



# QUOTATION

Number: SSI-30808-CXAU Rev. 0

Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
1	220-91560-01	LCMS-8030 Detector Configuration	1	\$183,500.00	\$161,480.00
<p>LCMS-8030 Detector Configuration includes LCMS-8030 Triple Quadrupole Detector, Advanced Data Station Dell PC, 24" LCD Monitor, LabSolutions Software, Startup Kit, Rotary Pump, Oil Return Kit, and accessories.</p> <p>The LCMS-8030 features ultra-fast multiple reaction monitoring (MRM) transitions, enabling data acquisition with up to 500 different channels per second. The improvements to the electronics provide ultrafast mass spectrum measurement speeds of 15,000 u/sec without sacrificing sensitivity or resolution, and ultra-fast polarity switching (15msec) for the most information without signal deterioration. Patented UFsweeper® technology accelerates ions out of the collision cell by forming a pseudo-potential surface. The result is high-efficiency collision-induced dissociation (CID) and ultra-fast ion transport, reducing the sensitivity losses and cross talk observed on other systems. In addition, higher radio frequency (RF) power capability minimizes pauses between each transition. The LCMS-8030 Software includes unified control of LC and MS components providing seamless operation of the entire LCMS system, unmatched qualitative and quantitative analysis, increased productivity, and accelerated workflows for high throughput data analysis. MRM Synchronization optimizes MRM cycle times for overlapping retention time windows and helps to simplify method development and routine analysis with multiple MRM experiments. In the Quantitation Browser, peak information, quantitative results, and statistical calculations of a series of data can be rapidly viewed in a single window.</p> <p>Windows 7 compatible only. NOT compatible with LCMS-2020 or other models. Controls only one (1) instrument.</p>					
2	225-14271-91	LCMS-8030 APCI Kit without Socket Assembly	1	\$7,600.00	\$6,688.00
3	225-14232-41	LCMS-8030 Socket Assembly, Common to APCI and DUIS	1	\$1,120.00	\$985.60
4	225-24420-92	LabSolutions LCMS Postrun Analysis Kit for LCMS-2020 / LCMS-8030	2	\$2,250.00	\$3,960.00
<p>The LabSolutions LCMS Postrun Analysis Kit provides one license for LabSolutions Postrun for either LCMS-2020 or LCMS-8030.</p>					
5	220-91398-20	CBM-20A W/ NETWORK SWITCH.	1	\$3,000.00	\$2,640.00
<p>CBM-20A w/Ethernet Switch</p> <p>Central communication and control module for the Prominence Series. System components connect via fiber optic cables for easy "plug and play" configuration. Internal web server offers convenient control and monitoring of the HPLC system through a web browser.</p> <p>Connections via Ethernet and RS-232C possible; Offers 8 Fiber Optic ports; 4 Events; 2 PC-55N A/D boards can be installed. Includes 4 port 10/100 Ethernet switch. VP and 10A Series modules with a fiber optic port can be controlled by the CBM-20A.</p>					
6	228-45162-42	Nexera LC-30AD HPLC Pump	2	\$12,000.00	\$21,120.00
<p>Nexera LC-30AD High Pressure HPLC Pump</p> <p>The LC-30AD utilizes micro-volume plungers (10 µL each) for pulse-free HPLC solvent delivery. The sapphire plunger has a specially engineered ultra-smooth surface which minimizes frictional heat for improved seal lifetime. An automatic rinse kit is included as a standard accessory. Flow rate range is 0.0001 to 5.000 mL, maximum pressure is 130 MPa (19,000 psi). The Nexera LC-30AD is ideal for low flow rate (&lt; 1 mL/min) and LCMS applications, and for analyses using small particle size columns (3 µm or less) that generate high back pressure.</p> <p>Newly designed plunger holder ensures proper alignment with the seal; 3 nL/step motor control ensures excellent retention time reproducibility with short runs and steep gradients. Requires CBM/CBM-lite ROM version 1.30 for full control in LC-30 mode. 20A compatibility mode is available for 3rd party software control. Not compatible with the SCL-10Avp.</p>					
7	228-53265-41	LC-30AD Maintenance Kit	2	\$2,000.00	\$3,520.00

Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
8	228-45168-41	Nexera LC-30AD Micro Mixer, 20 uL	1	\$1,100.00	\$1,100.00
<p>Nexera LC-30 Micro Mixer, 20 µL</p> <p>High efficiency mixer using micro reactor technology to thoroughly blend solvents in a small volume. Use for standard analytical (1-2 mL/min) and LCMS flow rates. For applications using TFA in the mobile phase, the 180 µL mixer 228-45168-42 is recommended.</p>					
9	228-45157-32	Nexera SIL-30AC Autosampler	1	\$26,000.00	\$22,880.00
<p>The SIL-30AC provides high speed injections (10 sec for 10 µL) with ultra-low carryover achieved through advanced material technology and rinse options (if necessary) with up to 4 solvents. The standard configuration uses the needle in the flow path design for 0.1 to 50 µL injection volumes; an optional fixed-loop configuration (1.5, 5, and 20 µL) is user-changeable to reduce delay volume and band broadening in isocratic separations. The sample compartment uses a Peltier cooler for temperature control from 4-40C. An external rinse pump is standard, and provides additional rinsing to the outer surface of the needle. Includes 105-position rack for 1.5 (2mL) vials and a control rack for 10 1.5 (2 mL) vials. Sample capacity is 175 1 mL vials, 70 4 mL vials, 2 MTP (STD 96, DW 96, or STD 384). Maximum pressure is 130 MPa (19,000 psi).</p> <p>Pretreatment functions include dilution and reagent addition as well as user-programmable sample prep routines. Three rinse solvents are available to clean the inside of the loop and needle, as well as for injection port rinsing. Requires CBM/CBM-lite ROM version 1.30 for full control in LC-30 mode. 20A compatibility mode is available for 3rd party software control. Pretreatment is not available in compatibility mode, but all rinse functions can be programmed from the front panel. Not compatible with the SCL-10Avp.</p>					
10	228-45413-98	SIL-30AC Maintenance Kit	1	\$4,000.00	\$3,520.00
11	228-37546-92	Sample Rack for DWP, SIL-20A/AC	1	\$670.00	\$589.61
<p>Deep Well MTP Rack for SIL-20A/AC</p> <p>Sample rack for DWP, SIL-20A/AC. Rack will hold 2 deep well micro titer plates.</p>					
12	228-45167-41	Nexera LC-30 2-Position Solvent Selection Valve	1	\$1,475.00	\$1,298.00
<p>Solvent Selection Valve for Nexera LC-30AD Pump.</p> <p>Two-position solvent selection valve that is installed inside the LC-20AD pump case.</p>					
13	228-45160-42	Nexera CTO-30A Column Oven	1	\$5,500.00	\$4,840.00
<p>Compact block heater column oven for temperature control from (ambient + 5) to 150C. Features an Intelligent Heat Balancer (IHB) with 2 temperature zones to minimize temperature distribution across the column (0.8C or less) and reduce band broadening during high temperature analysis. The standard, single-column low volume preheater (3 µL), as well as an optional post-column cooler reduce detector baseline noise, especially at elevated temperatures. Capacity is two 150mm columns, and two 2-position switching valves.</p> <p>Use switching valve FCV-32AH (228-45166-91) for diverting flow to an LCMS inlet, or for offline column regeneration to increase sample throughput. A column management device (CMD) is available to track number of injections and mobile phase delivered to the column.</p>					
14	228-45019-32	DGU-20A5	1	\$2,900.00	\$2,552.00
<p>DGU-20A5 Vacuum Degasser</p> <p>Inline membrane degasser utilizing Teflon AF® for rapid degassing of HPLC mobile phases. Convenient 5th channel for degassing the autosampler rinse phase for optimum injection reproducibility performance.</p> <p>Recommended for optimum gradient performance; Connects to VP and 20 Series pumps for power; &lt;400uL internal volume; REQUIRES power supply (228-45110-92) for use with 3rd party or non-VP or 20 series pumps.</p>					



Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
15	220-91494-01	HPLC STARTUP KIT #1 W/2-GAL POLY WASTE CAN	1	\$1,575.00	\$1,386.00
HPLC Startup Kit #1 With 2-Gal Poly Waste Can					
Complete installation kit for HPLC that includes a solvent reservoir tray, set of 5 1-L bottles with 3-hole caps, PEEK tubing and fittings kit, and a 2-gallon (8L) PE waste can with polypropylene quick-disconnect manifold fittings.					
Reservoir tray will hold up to 7 1-L bottles. Bottle caps have a solid plug and filter plug with a stainless steel frit for use with He sparging. The tubing kit contains 2 each of 5' rolls of Blue (0.01" i.d.) and Red (0.005" i.d.) PEEK tubing, plus a cutter, fingertight fittings, PEEK unions, column plugs, and spare nuts and ferrules for the DGU-20A3 or A5 degassers. The waste can comes complete with manifold and fittings for 1 HPLC system (autosampler and detector); additional ports are present so 3 systems can feed 1 can; additional fittings are sold separately. Also included is an activated carbon vapor filter for the waste can to minimize solvent vapors in the lab environment.					
16	220-91403-01	SPD-M20A W/ NETWORK SWITCH	1	\$14,700.00	\$12,936.00
SPD-M20A Photodiode Array Detector with Ethernet Switch					
Variable slit width photodiode array detector with D2 and W lamps for a wavelength range of 190-800 nm. The standard temperature controlled flow cell coupled with new noise reduction and optical processing technologies result in extremely low noise and a greatly extended linear range.					
Includes standard temperature controlled flow cell (9 - 50C Settable - Minimum is Ambient+5C); 1 cm path length; 10 µL volume; linear to 2.0 AU; D2 and W lamps can be lit simultaneously; 1.2 & 8 nm slit widths; slit switching possible. Includes 4 port 10/100 Ethernet switch.					
Optional temperature controlled Semi-Micro flow cell (228-45605-92) is available.					
17	228-45605-92	SEMI-MICRO CELL 20A PDA	1	\$1,850.00	\$1,628.00
18	220-99999-C4	Special Order Item - LCMS	1	\$18,950.00	\$18,950.00
NITROFLOWLAB Integrated Nitrogen Generator. System Includes Intake Suction Breather Filter, Long-Life Low Pressure Oil-Less Compressor, High Performance Self Regenerating Membrane Module, Long-Life Nitrogen Amplifier Oil-Less Compressor, Unique Touchscreen Controls for Nitrogen Purity, System Status and Output Gas Control, Rugged Casters for Stationary or Mobile Use, One-Year Standard System Warranty with Special Compressor Warranty (Two-Year Calendar or 8,000 Run-Time Hours)					
19	220-99999-C4	Special Order Item - LCMS	1	\$3,864.00	\$3,864.00
Preventative Maintenance Visit for Second Year for Nitroflow Generator Includes Service Technician Visit and high pressure compressor and Carbon Filter replacement.					
20	220-97219-00	ADV LASERJET PRINTER W/CABLE	1	\$2,580.00	\$2,270.41
21	220-91564-00	Free HPLC Column with Consultation from Phenomenex	1	\$0.00	\$0.00
Free Phenomenex LC column with HPLC system purchase. Phenomenex will provide a phone consultation about the specific application and send a free column based on the application requirements and objectives.					
22	220-99999-G2	Special Order Item - HPLC	1	\$995.00	\$995.00
Kinetex XB-C18 100x2.1, 1.7µm, part # 00D-4498-AN					
23	220-95315-02	LC/LCMS VIRTUAL ADVISOR MASTER FILE	1	\$1,155.00	\$0.00
LC Virtual Advisor					



# SHIMADZU

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Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
Web-based troubleshooting and routine maintenance tool that allows the customer to create their exact configuration and then follow clear instructions and animated steps to a solution.					
24	OPTIMAKIT	FREE FISHER CHEMICAL OPTIMA SOLVENT KIT	1	\$338.00	\$0.00
Fisher Chemical Optima Solvent Kit					
Includes 1L each of Optima grade Methanol, Acetonitrile, Isopropanol and Water, plus 1 empty 1L bottle for custom mixes.					
25	1YW	1 YEAR WARRANTY	1	\$0.00	\$0.00
26	I&F	INSTALLATION AND CUSTOMER FAMILIARIZATION	1	\$0.00	\$0.00

**NOTE: Taxes are not included in the quoted amount**

<b>Total List Price</b>	\$315,372.00
<b>Total Line Item Discounts</b>	\$36,169.38
<b>Subtotal</b>	\$279,202.62
<b>Estimated Freight Amount</b>	\$503.35
<b>Total Amount</b>	\$279,705.97



### Terms and Conditions

#### GENERAL TERMS AND CONDITIONS OF SALE

Shimadzu Scientific Instruments, Inc.

#### SALES AGREEMENT

The Sales Agreement, as referenced hereinbelow, shall mean and refer to these General Terms and Conditions of Sale, together with such other documents concerning the purchase of equipment and/or products designed and/or manufactured by Shimadzu Scientific Instruments, Inc. (hereinafter "SSI" or "Seller") which documents have been or will be executed by and between SSI and the individual or entity identified therein as the purchaser of said equipment and/or products (hereinafter "Buyer"). The documents that comprise the Sales Agreement include, but are not limited to: General Terms and Conditions of Sales; Quote; Purchase Order; Bill of Sale; Bill of Lading; and Invoice.

#### PRICES

The prices set forth on the face hereof

(i) are Shimadzu Scientific Instruments, Inc.'s (hereinafter called SSI) domestic prices based upon manufacture of the quality and type ordered for shipment and end use within the United States and Canada only, all products shipped for end use outside the United States and Canada shall be subject to SSI's international prices,

(ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and

(iii) unless otherwise specified, does not include warranty service or installation outside the United States and Canada. Clerical errors by Shimadzu are subject to correction.

#### SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. SSI may, without affecting the obligations under this sales agreement, make what SSI regards as minor changes to the specifications of the product or products delivered under this sales agreement from those contained in sales literature.

#### TERMS OF PAYMENT

Subject to the credit approval by SSI, terms of payment on this sales agreement are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by SSI in funds bankable at par. Payment made beyond terms will be subject to simple interest of 1-1/2% per month on the outstanding balance. All orders are accepted subject to and the obligation of SSI to make deliveries is subject to the right of SSI to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If Buyer fails to make advance payment when requested to do so by SSI or if Buyer is or becomes delinquent in the payment of any sum of any kind due SSI (whether or not arising out of this sales agreement) or refuses to accept C.O.D. shipments, then SSI shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales agreement, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts of goods and services previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

"Buyer must notify SSI within fifteen (15) days from the invoice date if Buyer has not received products."

#### REPOSSESSION

In the event of nonpayment, either of the entire purchase price or a portion thereof, Buyer expressly consents to the right of SSI to reclaim by repossession any and all products, goods and/or services delivered to the Buyer pursuant to this Sales Agreement for which payment has not been made within (90) days of invoice. In the event that SSI elects to exercise its right to reclaim products, goods and/or services by repossessing the same, said election shall be deemed to be in the alternative and not to the exclusion of any other remedy to which SSI may be entitled, at law or in equity. To the extent that SSI successfully reclaims products, goods and/or services by repossession, it shall credit the Buyer's account for the value of the same, as determined in its sole discretion. No products, goods and/or services may be reclaimed by repossession unless and until the Buyer is provided with prior notice of SSI's intention to elect such remedy. Such notice shall state the date, time and location that products, goods and/or services shall be available for repossession. Such notice shall also provide the Buyer with a final opportunity to cure the default of nonpayment within five (5) days of notice to avoid the execution of the remedy of repossession. The costs of repossession, including legal fees and costs of collection, shall be added to the Buyer's account.

#### SECURITY INTEREST

In addition to any other remedies hereunder or otherwise provided at law or in equity, SSI shall have the right, without further notice to or consent from Buyer, to secure the payment obligation(s) of the Buyer by recordation of a security interest in the products that are the subject of the sales transaction. Said security interest shall be in the form of a UCC Financing Statement (UCC Form 1) or other form prescribed by contract or applicable law. No UCC Financing Statement recorded for the benefit of SSI will be released unless and until all financial obligations to SSI incurred by the Buyer with respect to the products have been fully satisfied.

#### SHIPMENTS

(a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) For shipments to and from places within the United States, all shipments—unless otherwise agreed in writing— shall be FOB point of shipment and title and risk of loss or damage shall be passed to Buyer at the shipping point. The cost of transportation and insurance (if requested by Buyer) shall be borne by Buyer.

(c) For shipments from the United States to ports and or places outside the United States all shipments are—unless otherwise agreed in writing—FOB Columbia, MD. SSI's obligation to affect shipment of the products 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 products are shipped to the named place of destination in the country of importation. If shipped FOB Destination, upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than (30) thirty days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products 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



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that actual damages exceed the amount retained as liquidated damages.

(d) All claims for damage or loss of insured shipments shall be immediately communicated, when possible, to SSI at (410) 381-1227, 7102 Riverwood Drive, Columbia, Maryland 21046-2502, Attn: Customer Service. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and SSI will cooperate with Buyer in the adjustment of all claims. Buyer agrees to permit SSI or SSI's representative to inspect damaged goods.

### TERMINATION

Upon any termination or cancellation of this sales agreement by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by SSI. If appropriate, the termination charge shall be not less than twenty percent (20%) of the total amount of this sales agreement.

### RETURNED GOODS

All returns must be pre-authorized by SSI and a Return Goods Authorization (RGA) number must appear on the face of the package. Returned goods will be subject to a restocking charge. If appropriate, the restocking charge shall be not less than twenty percent (20%) of the total amount of this sales agreement.

### DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and SSI assumes no liability for loss, general damages, or special or consequential damages due to delays.

### TAXES

All applicable taxes, including but not limited to Federal, state and local excise, sales or use taxes, shall be borne by the Buyer. Buyer will provide proof of tax exempt status/exempt certification within 30 days of placing the order.

### PATENTS

SSI shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales agreement constitutes a direct infringement of any United States patent having a claim of claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at SSI's expense) for the defense of same, and SSI shall pay all damages and costs awarded therein against Buyer. In case said product 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 (1) procure for Buyer the right to continue using said product, (2) replace the same with a non-infringing product, (3) modify it so it becomes non-infringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of SSI shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of SSI for patent infringement by said product. If any suit or proceeding is brought against SSI based on claims that the goods manufactured by SSI in compliance with Buyer's specifications and supplied to Buyer 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.

### WARRANTY

Subject to the exceptions and upon the conditions stated below, SSI warrants that the products sold under this sales agreement shall be free from defects in workmanship and materials for one year after shipment of the products to the original Buyer by SSI, and if any such products should prove to be defective within such one year period, SSI agrees, at its option, either (i) to correct by repair or, at SSI election, by replacement with equivalent product any such defective product, provided that investigation and factory inspection discloses that such defect developed under normal and proper use, or (ii) to refund the purchase price. The exceptions and conditions mentioned above are as follows:

- (a) Components or accessories manufactured by SSI which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by SSI. A complete list of such components and accessories is maintained at the factory;
- (b) SSI makes to warranty with respect to components or accessories not manufactured by it, in the event of defect in any such 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;
- (c) any product claimed to be defective must, if required by SSI, be returned 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;
- (d) If the product is a reagent or the like, 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;
- (e) SSI may from time to time produce a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;
- (f) SSI shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of SSI.
- (g) SSI's obligations pursuant to all warranties, either express or implied, shall be expressly conditioned upon payment in full by the Buyer for the products(s) covered by the warranties. In the event of non-payment, whether for the entire purchase price or a part thereof, SSI shall be released from all obligations under all warranties, either express or implied.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OFFITNESS AND MERCHANTABILITY, AND THAT SSI SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TOLOSS OF USE, LOSS OF DATA, LOSS OF PRODUCTIVITY, LOSS OF BUISNESS, LOSS OF PROFIT, LOSS OF PLANT, EQUIPMENT OR PRODUCTION. THE LIMITATION OF LIABILITY FOR SUCH DAMAGES SHALL BEAPPLICABLE EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPALCEMENT OF ANY OFTHE PRODUCTS SOLD UNDER THIS SALES AGREEMENT.

If an SSI Special Warranty (covering a designated item or items) is contained in the manual or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement the foregoing warranty. 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.

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 assumed in a writing that is approved and signed by an authorized officer of SSI.

**CONTINGENCIES**

SSI shall be entitled to cancel or rescind this Sales Agreement, without liability for loss or damage resulting therefrom, if:

(a) any product covered by this Sales Agreement is purchased for end use outside the United States or Canada; or,  
(b) if the performance of SSI's obligations under this Sales 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:

- (1) war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot, act of a public enemy, or other act of civil disobedience;
- (2) failure or delay in transportation;
- (3) act of any government, government agency or subdivision of any government, or any judicial action affecting the terms of this Sales Agreement;
- (4) labor dispute, shortage of labor, fuel, raw material or technical or yield failure where SSI has exercised ordinary care in the prevention thereof; and
- (5) accident, fire, explosion, flood, storm or other act of god.

**U.S. GOVERNMENT CONTRACTS**

If the products to be furnished under this Sales Agreement are to be used in the performance of a U.S. Government contract or subcontract, and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulations that are required to be included in U.S. Government contracts and subcontracts shall be incorporated herein by reference, including, without limitation, the Fair Labor Standards Act of 1938, as amended.

**FDA REQUIREMENTS**

If any product listed on the face of this Sales Agreement is subject to regulation by the FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

**APPLICABLE LAW, JURISDICTION VENUE**

This Sales Agreement is made and entered into, and shall be governed, enforced and interpreted in accordance with the laws of the State of Maryland. The Customer hereby expressly consents to the jurisdiction of the courts of the State of Maryland with regard to all issues and questions of law or fact pertaining to this Sales Agreement. In the event that either party commences litigation to enforce the Sales Agreement, said litigation shall be brought in the courts of Howard County, Maryland. The prevailing party to any such action shall be entitled to an award of all costs and attorney's fees actually incurred.

**END GENERAL TERMS AND CONDITIONS OF SALE**

This document contains the number of pages indicated, including all attachments. Authorized signature required on quotation pages

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**Authorization Signature**



**Date: 2/14/2011**



## Liquid Chromatograph– Mass Spectrometer/Mass Spectrometer Bid

### SPECIFICATIONS AND REQUIREMENTS

The Threat Preparedness and Response Section, Chemical Threats, of the Office of Laboratory Services (CT) is requesting to purchase a Liquid Chromatograph/Mass Spectrometer/Mass Spectrometer (LC/MS/MS).

1. A LC/MS/MS instrument is needed by CT to meet the requirements of the Public Health Emergency Preparedness cooperative agreement with the Center for Disease Control and Prevention (CDC), Atlanta, Georgia.
2. The technology of this LC/MS/MS instrument must be configured specifically for the State Department of Health laboratories who are members of the US Centers for Disease Control LRN-C Program. The resolution and sensitivity capability must be able to meet the limits of detection and minimum reporting levels required for these agents as stipulated under the Laboratory Response Network – Chemical, Quality Assurance Program, Validation Guidelines.
3. The LC/MS/MS instrument must come equipped with a triple quadrupole mass spectrometer, workstation PC and printer, software with 2 data analysis licenses, installation, and familiarization and on-site operator training for two analysts.
4. The LC/MS/MS instrument must have an electrospray ionization (ESI) and atmospheric pressure chemical ionization (APCI) source with spray chamber, corona discharge needle, nebulizer, APCI vaporizer, and test calibration kit.
5. The LC/MS/MS instrument must have a nitrogen gas generator and a maintenance kit.
6. The LC/MS/MS instrument must have a binary pump system with solvent cabinet, 2 solvent bottles, connecting capillaries, and CAN cable. It must also contain a maintenance kit, active seal option, and solvent selection valve option.

7. The LC/MS/MS instrument system package must have a micro degasser which includes a 4-channel micro-vacuum, degasser, remote control cable, and connecting tubing.
8. The LC/MS/MS instrument must be fully compatible with a system controlled auto sampler with a 100uL injection loop, tray for two well plates, 10x 2mL vials, 2x54- vial plates, Rheodyne injection valve (600 bar), and 05 m CAN cable.
9. The LC/MS/MS instrument system must have a Peltier type device to control the temperature of the auto samplers/fraction collectors.
10. For rapid resolution LC, the column compartment temperature must maximize to 100°C and pressures up to 600 bar.
11. The LC/MS/MS instrument must come with a high pressure liquid chromatograph (HPLC) column oven with a temperature tolerance of +/- 2°C.
12. All consumables required to complete the installation must arrive with the LC/MS/MS instrument.
13. The LC/MS/MS instrument must be fully automated for analysis with a system controller that is loaded with the necessary software. System controller software must be able to export data to the existing Laboratory Information Management System (LIMS).
14. The LC/MS/MS instrument system controller software must be able to fulfill all of the analytical and quality control requirements stated in the Laboratory Response Network – Chemical, Quality Assurance Program, Validation Guidelines.

**Installation Requirements:**

1. Vendor must install the LC/MS/MS instrument system in the Threat Preparedness Laboratory in the Elk Office Center building at 4710 Chimney Drive, Suite G, Charleston, WV, 25302.

2. Vendor must provide to the Threat Preparedness (TP) Program Manager all relevant information concerning the installation in a documented form at least 2 weeks prior to the scheduled installation.
3. At the time of the LC/MS/MS instrument installation, Vendor must provide to the TP Program Manager: All relevant system manuals for hardware components: system and application software documentation: and a parts, supplies, and accessories catalog.
4. Vendor must include all necessary cables and fittings and other costs for installation in the submitted bid price.
5. Installation and on-site training must be completed within 90 days of delivery date.

### **Training Requirements**

1. Vendor must provide, upon completion of installation, two days of on-site training for the Threat Preparedness personnel on the operation and user maintenance requirements of the LC/MS/MS instrument system.
2. All costs incurred by the Vendor including travel, lodging, and living expenses necessary to provide this basic training shall be included in the bid price.

### **Warranty Requirements**

1. Vendor must include in the total price of the equipment with at least an one-year factory warranty covering all system components.
2. Software must have a 90-day warranty.
3. Warranty must include on-site service including labor, travel time, and expenses with a 72-hour on-site response time at no extra cost to maintain the specifications listed in the bid and the Vendor's product specifications. Vendor must provide a copy of the warranty.
4. Warranty must begin upon acceptance of the completed installation and training.

## Delivery Requirements

1. The LC/MS/MS instrument and its components must be shipped for “inside delivery” by a freight delivery company and must be delivered within 90 days of receipt of order.
2. The LC/MS/MS instrument and its components must be shipped “F O B Destination” unless otherwise stated in quote by Vendor. Any shipping and handling requirements must be stated in Vendor’s quote.

**RFQ COST SHEET**

Bidders shall provide a cost for the following:

Liquid Chromatograph/Mass Spectrometer/Mass Spectrometer

(LC/MS/MS)

\$ 279,202.62

On-Site User Training (at installation of equipment)

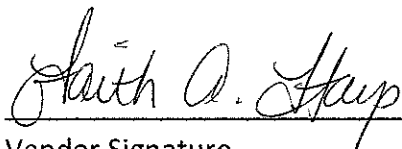
\$ 0.00

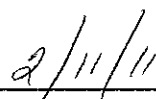
Freight/Shipping Charge

\$ 503.35

**Total Cost** \$ 279,705.97

The award will be made to the vendor with the lowest overall total cost of the equipment which meets all requested specifications and requirements. Payment will be made in arrears.

  
Vendor Signature

  
Date

VENDOR PREFERENCE CERTIFICATE

N/A

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: Shimadzu Scientific Instruments Inc Signed: Garth A. Hoop
Date: 2/11/11 Title: Life Science Account Manager

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

RFQ No. LBS 11091

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: Shingazu Scientific Instruments Inc.

Authorized Signature: *Keith A. Steys* Date: 2/11/11

State of Maryland

County of Baltimore, to-wit:

Taken, subscribed, and sworn to before me this 11 day of February, 2011.

My Commission expires March 14, 2013.

**AFFIX SEAL HERE**

NOTARY PUBLIC *Jack Luscombe*

WV-96  
Rev. 10/07

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: Shimadzu Scientific Instruments Inc

Signed: Stacy A. Hays

Title: Life Science Account Manager

Date: 2/11/11



ATTACHMENT  
P.O.# LBS11091

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Paul A. Hay 2/11/11  
Signature Date

Life Science Account Manager  
Title

Shimadzu Scientific Instruments Inc.  
Company Name

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

\_\_\_\_\_  
Title

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/10/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000038344	
<b>INSURED</b> Shimadzu Scientific Instruments, Inc. 7102 Riverwood Drive Columbia MD 21046 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Tokio Marine & Nichido Fire Ins Co USB	NAIC # 12904
	INSURER B: Trans Pacific Ins Co	41238
	INSURER C: TNUS Insurance Company	32301
	INSURER D:	
	INSURER E:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570041365304      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP640073101	01/01/2011	01/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> \$500 Collision Ded.			CA 6400730-01	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION			CU640073201 SIR applies per policy terms & conditions	01/01/2011	01/01/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC640073301	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
C				WC640073401	01/01/2011	01/01/2012	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570041365304

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  State of West Virginia Attn: Dept. of Administration 2019 Washington Street East Charleston WV 25305-0130 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
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**Attachment to ACORD Certificate for Shimadzu Scientific Instruments, Inc.**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

Shimadzu Scientific Instruments, Inc.  
7102 Riverwood Drive  
Columbia MD 21046 USA

INSURER
INSURER
INSURER
INSURER
INSURER

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER/ POLICY DESCRIPTION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> \$5,000 Med Payments						