



May 27, 2014

Bob Kilpatrick  
State of West Virginia  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**RE: Solicitation Number CME14173; Due 5/28/2014**

Dear Bob:

Regarding the above solicitation for two Mass Spectrometer Systems, Waters Corporation is pleased to offer a Waters G2-S QToF with UNIFI and accessories, and a Waters TQ-S with accessories. It should be noted that our package fully meets the intent of the bid specifications. Waters believes our proposal affords the State of West Virginia the best value and performance for all comparable technology.

**Our price for Instrumentation Bundle with Three Years Manufacturers Warranty and shipping-  
\$799,262.85**

We have enclosed an informational quotation, which includes detailed pricing. The quotation, along with Product Literature outlines Waters' ability to meet or exceed all of the requirements of the State of West Virginia.

Please note that we have also included an already executed and fully negotiated addendum between Waters and the State of West Virginia which we are proposing in place of the terms and conditions contained in the bid documentation. We have also included a fully executed WV-96 which can be edited to include the quote number included in our proposal if our package is chosen for the award.

Our proposal consists of the following parts:

- Cover letter
- Informational Quotation
- Supporting Documents

Please contact Delano Turner at (800)-252-4752, with any questions regarding this offer.

Sincerely,

Jaclyn Goldsworth  
Bid Specialist

05/28/14 09:37:25AM  
West Virginia Purchasing Division

Enclosures:



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

## Solicitation

NUMBER
CME14173

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BOB KILPATRICK 304-558-0067

RFQ COPY

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SHIP TO  
HEALTH AND HUMAN RESOURCES  
BUREAU FOR PUBLIC HEALTH  
OFFICE CHIEF MEDICAL EXAMINER  
619 VIRGINIA STREET, WEST  
CHARLESTON, WV  
25302 304-558-4865

DATE PRINTED
05/19/2014

BID OPENING DATE: 05/28/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM ISSUED TO:						
1. PROVIDE REVISED SPECIFICATIONS, PER ATTACHMENT A						
2. TO CHANGE BID OPENING DATE AND TIME TO 5/28/2014 AT 1:30PM EST						
3. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
***** END OF ADDENDUM NO.1 *****						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: CME14173**

**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Addendum #1 issued to modify specifications (per Attachment A) and to

Postpone bid Opening Date and Time to Wednesday, May 28, 2014 at 1:30pm EST.

NO OTHER CHANGES

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A



**ADDENDUM #1 – CME14173****ADDENDUM #1 TO REVISE RFQ SPECIFICATIONS AND EXTEND BID OPENING TO 1:30 PM, MAY 28, 2014.**

**Revise language for Section 3.1.1.11 on the RFQ Specifications as follows:**

**Change From:**

- 3.1.1.11 Quadrupole Time-of-Flight Mass Spectrometer must employ stacked ring, traveling wave ion cell after the quadrupole to help concentrate and focus ions before time of flight pusher.

**Change To:**

- 3.1.1.11 Quadrupole Time-of-Flight Mass Spectrometer must employ a technology method for transferring all ions rather than one ion at a time to help concentrate and focus ions that is equal to Waters' stacked ring "traveling wave" technology.

**Revise language for Section 3.1.1.15 on the RFQ Specifications as follows:**

**Change From:**

- 3.1.1.15 Quadrupole Time-of-Flight Mass Spectrometer must use a universal source architecture method to allow for source change and future upgrade.

**Change To:**

- 3.1.1.15 Quadrupole Time-of-Flight Mass Spectrometer must allow for source changes and future upgrades.

**Revise language for Section 3.1.1.17 on the RFQ Specifications as follows:**

**Change From:**

- 3.1.1.17 Quadrupole Time-of-Flight Mass Spectrometer must have an isolation valve to allow cleaning of cone without venting instrument.

**Change To:**

- 3.1.1.17 Quadrupole Time-of-Flight Mass Spectrometer must include a method to allow cleaning of cone without venting instrument.

**Revise language for Section 3.1.1.30 on the RFQ Specifications as follows:**

**Change From:**

- 3.1.1.30 Quadrupole Time-of-Flight Mass Spectrometer software must be capable of aligning elevated-energy mass spectrometry ( $MS^E$ ) data according to liquid chromatography retention time and then automatically associating the precursor ion for each sample component to its fragment ion spectrum. It must be possible to automatically interrogate the processed elevated-energy mass spectrometry dataset.

**Change To:**

- 3.1.1.30 Quadrupole Time-of-Flight Mass Spectrometer software must be able to align parent and fragment data by retention time and allow user the ability to search one or both.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CME14173**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Waters Technologies Corp.

Company

Patricia Butler

Authorized Signature

May 27, 2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012



State of West Virginia  
Department of Administration  
Purchasing Division  
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## Solicitation

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HEALTH AND HUMAN RESOURCES  
BUREAU FOR PUBLIC HEALTH  
OFFICE CHIEF MEDICAL EXAMINER  
619 VIRGINIA STREET, WEST  
CHARLESTON, WV  
25302 304-558-4865

DATE PRINTED

04/28/2014

BID OPENING DATE:

05/21/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), OFFICE OF THE CHIEF MEDICAL EXAMINER, TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF A STAND-ALONE INTEGRATED LIQUID CHROMATOGRAPH QUADRUPOLE TIME-OF-FLIGHT MASS SPECTROMETER INSTRUMENT; INTEGRATED LIQUID CHROMATOGRAPH TANDEM QUADRUPOLE MASS SPECTROMETER INSTRUMENT; TOXICOLOGY SOFTWARE AND LIBRARIES; SETUP AND INSTALLATION; SUPPORT, MAINTENANCE AND WARRANTY; AND ONSITE TRAINING, PER THE ATTACHED DOCUMENTATION.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"><li>1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS</li><li>2. GENERAL TERMS AND CONDITIONS</li><li>3. CME14173 SPECIFICATIONS, INCLUDING PRICING PAGES</li><li>4. CERTIFICATION AND SIGNATURE PAGE</li><li>5. PURCHASING AFFIDAVIT</li><li>6. VENDOR PREFERENCE CERTIFICATE</li></ol>						
0001	1	EA	493-99		\$377,651.44	\$377,651.44
INTEGRATED LIQUID CHROMATOGRAPH QUADRUPOLE TIME OF FLIGHT MASS SPECTROMETER INSTRUMENT, WATERS SCREENING PLATFORM SOLUTION WITH UNIFI, PART #176815014 OR EQUAL						
SIGNATURE				TELEPHONE		DATE
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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HEALTH AND HUMAN RESOURCES  
BUREAU FOR PUBLIC HEALTH  
OFFICE CHIEF MEDICAL EXAMINER  
619 VIRGINIA STREET, WEST  
CHARLESTON, WV  
25302 304-558-4865

DATE PRINTED

04/28/2014

BID OPENING DATE: 05/21/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	1	YR	952-85		included in line 0001	included in line 0001
TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:						
YEAR 1 - FOR ITEM IN 3.1.1.						
0003	1	YR	952-85		included in line 0001	included in line 0001
TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:						
YEAR 2 - FOR ITEM IN 3.1.1.						
0004	1	YR	952-85		\$27,857.45	\$27,857.45
TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:						
YEAR 3 - FOR ITEM IN 3.1.1.						
0005	1	EA	493-99		included in line 0001	included in line 0001
INTEGRATED LIQUID CHROMATOGRAPH QUADRUPOLE TIME OF						
FLIGHT MASS SPECTROMETER INSTRUMENT SET UP AND INSTALL						
AT 619 VIRGINIA STREET, WEST; CHARLESTON, WEST VIRGINIA						
SIGNATURE						
TITLE				TELEPHONE		DATE
FEIN				ADDRESS CHANGES TO BE NOTED ABOVE		

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State of West Virginia  
Department of Administration  
Purchasing Division  
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HEALTH AND HUMAN RESOURCES  
BUREAU FOR PUBLIC HEALTH  
OFFICE CHIEF MEDICAL EXAMINER  
619 VIRGINIA STREET, WEST  
CHARLESTON, WV  
25302 304-558-4865

DATE PRINTED
04/28/2014

BID OPENING DATE: 05/21/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	1	EA	493-99	ONE, TWO (2) DAY ONSITE INTEGRATED LIQUID CHROMATOGRAPH QUADRUPOLE TIME OF FLIGHT MASS SPECTROMETER INSTRUMENT TRAINING SESSION.	included in line 0001	included in line 0001
0007	1	EA	493-99	INTEGRATED LIQUID CHROMATOGRAPH TANDEM QUADRUPOLE MASS SPECTROMETER INSTRUMENT, WATERS XEVO TQ-S SYSTEM, PART #176850041 OR EQUAL.	\$361,059.49	\$361,059.49
0008	1	YR	952-85	TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY: YEAR 1 - FOR ITEM 3.1.5 ABOVE.	included in line 0007	included in line 0007
0009	1	YR	952-85	TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY: YEAR 2 - FOR ITEM 3.1.5 ABOVE.	included in line 0007	included in line 0007

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
Department of Administration  
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# Solicitation

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SHIP TO

HEALTH AND HUMAN RESOURCES  
BUREAU FOR PUBLIC HEALTH  
OFFICE CHIEF MEDICAL EXAMINER  
619 VIRGINIA STREET, WEST  
CHARLESTON, WV  
25302 304-558-4865

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0010	1	YR		952-85	\$28,432.12	\$28,432.12
TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:						
YEAR 3 - FOR ITEM 3.1.5 ABOVE.						
0011	1	EA		493-99	included in line 0007	included in line 0007
INTEGRATED LIQUID CHROMATOGRAPH TANDEM QUADRUPOLE						
MASS SPECTROMETER INSTRUMENT SET UP AND INSTALLATION						
0012	1	EA		493-99	included in line 0007	included in line 0007
ONE, TWO (2) DAY ONSITE INTEGRATED LIQUID						
CHROMATOGRAPH TANDEM QUADRUPOLE MASS SPECTROMETER						
INSTRUMENT TRAINING SESSION.						
0013	1			Freight	\$4,262.35	\$4,262.35
***** THIS IS THE END OF RFQ CME14173 ***** TOTAL:						\$799,262.85
Refer to Waters Quote 20809316 for detailed pricing						
SIGNATURE						
TITLE			FEIN		TELEPHONE	DATE
ADDRESS CHANGES TO BE NOTED ABOVE						

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



### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒

A pre-bid meeting will not be held prior to bid opening.

☐

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: Tuesday, May 13, 2014 by 5:00pm EST

Submit Questions to: Robert P Kilpatrick, Senior Buyer

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

*(Vendors should not use this fax number for bid submission)*

Email: robert.p.kilpatrick@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130



The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: \_\_\_\_\_  
 BUYER: Robert P Kilpatrick, File 22  
 SOLICITATION NO.: CME14173  
 BID OPENING DATE: May 21, 2014  
 BID OPENING TIME: 1:30pm EST  
 FAX NUMBER: 304-558-4115

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus NA convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical  
☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: Wednesday, May 21, 2014 at 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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



**Term Contract**

**Initial Contract Term:** This Contract becomes effective on Upon Award

and extends for a period of One (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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



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

- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:



**Commercial General Liability Insurance:**

\$1,000,000.00 or more.



**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or



other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
NA for NA

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage



requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

**39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

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

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information



to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

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

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

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

In response to the terms and conditions indicated in the bid documentation provided by the State of West Virginia, Waters hereby proposes an already negotiated addendum between Waters and the State of West Virginia, fully executed as of June 2013, attached herewith. We have also attached a fully executed WV-96.

REQUEST FOR QUOTATION  
CME14173 – Integrated Liquid Chromatographs/Mass Spectrometers

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Chief Medical Examiner (Agency), to establish a contract for the one-time purchase of an integrated liquid chromatograph quadrupole time-of-flight mass spectrometer instrument; integrated liquid chromatograph tandem quadrupole mass spectrometer instrument; toxicology software and libraries; setup and installation; support; maintenance; and onsite training.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means the integrated liquid chromatograph quadrupole time-of-flight mass spectrometer instrument; integrated liquid chromatograph tandem quadrupole mass spectrometer instrument; toxicology software and libraries; setup and installation; support; maintenance; and onsite training described in Sections 3.1.1 through 3.1.8 herein.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is included in this RFQ and attached hereto as Exhibit A.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as CME14173.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Contract Item #1 – Quantity: 1 (each) – Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument, Waters Screening Platform Solution with UNIFI, Part Number 176815014, or Equal.** If alternate Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument is bid, Vendor must provide equipment specifications or literature to confirm item meets the following mandatory requirements.

REQUEST FOR QUOTATION  
CME14173 – Integrated Liquid Chromatographs/Mass Spectrometers

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- 3.1.1.1 Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument must include a single integrated software platform that allows liquid chromatograph and quadrupole time-of-flight mass spectrometer to process independently yet correspond and share data with each other.
- 3.1.1.2 Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument must include a single integrated toxicology library that is compatible to the liquid chromatograph and mass spectrometer.
- 3.1.1.3 Liquid Chromatograph must have a minimum pressure capability of 18,000 pounds per square inch.
- 3.1.1.4 Liquid Chromatograph must include a sample manager that:
  - 3.1.1.4.1 must hold a minimum of two, 48-place sample trays
  - 3.1.1.4.2 must include a rotary tray mechanism that rotates samples into position reducing the distance to the injection port and hence dispersion
  - 3.1.1.4.3 must support a minimum of three injection modes; full loop, partial loop, and partial loop using needle overfill
- 3.1.1.5 Liquid Chromatograph must include a vacuum degasser.
- 3.1.1.6 Liquid Chromatograph must include a column heater that holds a minimum of two columns.
- 3.1.1.7 Liquid Chromatograph must include a pump that can start the gradient at any of the following:
  - 3.1.1.7.1 injection (default)
  - 3.1.1.7.2 before the injection (pre-volume)
  - 3.1.1.7.3 after injection (gradient delay)
- 3.1.1.8 Liquid Chromatograph must include a binary solvent manager that automatically synchronizes injection start between the pump and



REQUEST FOR QUOTATION  
CME14173 – Integrated Liquid Chromatographs/Mass Spectrometers

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sample manager fixed loop to enhance retention time reproducibility.

- 3.1.1.9 Quadrupole Time-of-Flight Mass Spectrometer must obtain both exact mass parent ion and exact mass fragments in the same run.
- 3.1.1.10 Quadrupole Time-of-Flight Mass Spectrometer must employ technology to reduce neutral compounds and solvent entering the mass spectrometer resulting in lower limits of detection.
- 3.1.1.11 Quadrupole Time-of-Flight Mass Spectrometer must employ stacked ring, traveling wave ion cell after the quadrupole to help concentrate and focus ions before time of flight pusher.
- 3.1.1.12 Quadrupole Time-of-Flight Mass Spectrometer must use data dependent acquisition to determine ions to be subjected to tandem mass spectrometry analysis and collision energy for each compound based on parent charge state and mass-to-charge ratio.
- 3.1.1.13 Quadrupole Time-of-Flight Mass Spectrometer data analysis must display parent ion, fragment ions, total ion current, and match data on a single screen.
- 3.1.1.14 Quadrupole Time-of-Flight Mass Spectrometer must use an elevated-energy mass spectrometry ( $MS^E$ ) strategy to obtain parent and fragment data for all compounds in a single run.
- 3.1.1.15 Quadrupole Time-of-Flight Mass Spectrometer must use a universal source architecture method to allow for source change and future upgrade.
- 3.1.1.16 Quadrupole Time-of-Flight Mass Spectrometer must include a searchable compound database and all data processing utilities applicable to forensic toxicology.
- 3.1.1.17 Quadrupole Time-of-Flight Mass Spectrometer must have an isolation valve to allow cleaning of cone without venting instrument.

REQUEST FOR QUOTATION  
CME14173 – Integrated Liquid Chromatographs/Mass Spectrometers

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- 3.1.1.18 Quadrupole Time-of-Flight Mass Spectrometer cone must be capable of being removed from the instrument by hand without any tools required.
- 3.1.1.19 Quadrupole Time-of-Flight Mass Spectrometer must include dual electrospray to facilitate automated exact mass measurements.
- 3.1.1.20 Quadrupole Time-of-Flight Mass Spectrometer ionization source must incorporate a primary electrospray ionization probe, a secondary electrospray ionization probe to introduce a reference mass, and a motor driven baffle that is positioned between the two sprayers to allow indexed sampling of the two sprayers and avoid interference between analyte and reference spectra.
- 3.1.1.21 Quadrupole Time-of-Flight Mass Spectrometer dual electrospray facility must be accessible under the data system control and allow for flexible timing of the proportion of reference to standard sprayer and input to the system.
- 3.1.1.22 Quadrupole Time-of-Flight Mass Spectrometer data system must store and handle the reference sprayer data channel separately from the analyte data.
- 3.1.1.23 Quadrupole Time-of-Flight Mass Spectrometer electrospray ionization/atmosphere pressure chemical ionization source must be standard with the electrospray ionization source. Electrospray ionization and atmosphere pressure chemical ionization must be achievable using a single probe. Voltage supplies must be alternated between the electrospray ionization probe and the atmosphere pressure chemical ionization corona pin. The facility of combined electrospray ionization/atmosphere pressure chemical ionization must permit switching between the two ionization types during a single liquid chromatograph/mass spectrometer analysis.
- 3.1.1.24 Quadrupole Time-of-Flight Mass Spectrometer must be configured with a quadrupole mass filter for the efficient transmission of ions

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CME14173 – Integrated Liquid Chromatographs/Mass Spectrometers

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in the radio frequency only mass spectrometry mode and selection of precursor ions for tandem mass spectrometry analysis.

- 3.1.1.25 Quadrupole Time-of-Flight Mass Spectrometer ion arrival times must be recorded using an analogue to digital converter with an acquisition rate of six (6) GSamples per second to provide high peak definition and mass accuracy.
  - 3.1.1.26 Quadrupole Time-of-Flight Mass Spectrometer time of flight must be capable of acquiring full spectral data at minimum rates of 30 spectra per second.
  - 3.1.1.27 Quadrupole Time-of-Flight Mass Spectrometer analyzer must be capable of acquiring data with linearity of response at a minimum of five (5) orders of magnitude while maintaining resolution greater than 32,500 full width at half maximum.
  - 3.1.1.28 Quadrupole Time-of-Flight Mass Spectrometer automated, integral fluidics must be present that facilitates seamless instrument calibration, lockmass introduction, and sample introduction into the source.
  - 3.1.1.29 Quadrupole Time-of-Flight Mass Spectrometer software must include features for exact parent ion discovery and exact neutral loss.
  - 3.1.1.30 Quadrupole Time-of-Flight Mass Spectrometer software must be capable of aligning elevated-energy mass spectrometry (MS<sup>E</sup>) data according to liquid chromatography retention time and then automatically associating the precursor ion for each sample component to its fragment ion spectrum. It must be possible to automatically interrogate the processed elevated-energy mass spectrometry dataset.
- 3.1.2 **Contract item #2 – Quantity: 3(years: initial plus two renewal years)– Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument Telephone Support, Onsite Maintenance, and Warranty**

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- 3.1.2.1 Vendor shall provide telephone support during Vendor's normal business hours; onsite maintenance that includes one onsite preventive maintenance per year; and hardware and software warranty for three years from date of installation for entire Integrated Liquid Chromatograph Quadrupole Time of Flight Mass Spectrometer Instrument including all accessories, software, and libraries described in Section 3.1.1 herein.
- 3.1.3 **Contract Item #3 – Quantity: 1 (lump sum) – Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument Set Up and Installation**
- 3.1.3.1 Vendor shall set up and install Integrated Integrated Liquid Chromatograph Quadrupole Time of Flight Mass Spectrometer Instrument, including all accessories, software, and libraries described in Section 3.1.1 herein at Agency location at 619 Virginia Street, West, Charleston, West Virginia.
- 3.1.4 **Contract Item #4 – Quantity: 1 (lump sum) – 2-Day Onsite Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument Training Session**
- 3.1.4.1 Vendor must provide one(1) 2-day onsite training session to Agency staff on the operation and maintenance requirements of the Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument at the Office of Chief Medical Examiner, 619 Virginia Street, West, Charleston, West Virginia following installation. Vendor will be responsible for all costs incurred for its staff to attend the training session; including travel expenses, lodging, and meals.
- 3.1.5 **Contract Item #5 – Quantity: 1 (each) - Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument, Waters Xevo TQ-S System, Part Number 176850041, or Equal.** If alternate Integrated Liquid Chromatograph Tandem Quadrupole Instrument is bid, Vendor must provide equipment specifications or literature to confirm item meets the following mandatory requirements.

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- 3.1.5.1 Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument must include an integrated software platform that allows liquid chromatograph and tandem quadrupole to process independently yet correspond and share data with each other.
- 3.1.5.2 Liquid Chromatograph must have a minimum pressure capability of 18,000 pounds per square inch.
- 3.1.5.3 Liquid Chromatograph must include a sample manager that:
  - 3.1.5.3.1 must hold a minimum of six, 48 place sample trays
  - 3.1.5.3.2 must include a rotary tray mechanism that rotates samples into position reducing the distance to the injection port and hence dispersion
  - 3.1.5.3.3 must support a minimum of three injection modes; full loop, partial loop, and partial loop using needle overfill
- 3.1.5.4 Liquid Chromatograph must include a vacuum degasser.
- 3.1.5.5 Liquid Chromatograph must include a column heater that holds a minimum of two columns.
- 3.1.5.6 Liquid Chromatograph must include a pump that can start the gradient at any of the following:
  - 3.1.5.6.1 injection (default)
  - 3.1.5.6.2 before the injection (pre-volume)
  - 3.1.5.6.3 after injection (gradient delay)
- 3.1.5.7 Liquid Chromatograph must include a binary solvent manager that automatically synchronizes injection start between the pump and sample manager fixed loop to enhance retention time reproducibility.
- 3.1.5.8 Tandem Quadrupole Mass Spectrometer must include technology to reduce neutral compounds, solvent, gas load entering the mass spectrometer to reduce noise resulting in lower limits of detection.

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- 3.1.5.9 Tandem Quadrupole Mass Spectrometer architecture must allow source changes and future upgrades.
- 3.1.5.10 Tandem Quadrupole Mass Spectrometer must include electrospray ionization.
- 3.1.5.11 Tandem Quadrupole Mass Spectrometer electrospray ionization must incorporate a heated gas flow separate from the probe nebulizer for efficient desolvation.
- 3.1.5.12 Tandem Quadrupole Mass Spectrometer probe nebulizer must incorporate the facility to adjust the sprayer tip length in position to allow optimization of ionization.
- 3.1.5.13 Tandem Quadrupole Mass Spectrometer must include a combined electrospray ionization/atmosphere pressure chemical ionization source. Electrospray ionization and atmosphere pressure chemical ionization must be achievable using a single probe. Voltage supplies must be alternated between the electrospray ionization probe and the atmosphere pressure chemical ionization corona pin. The facility of combined electrospray ionization/atmosphere pressure chemical ionization must permit switching between the two ionization types during a single liquid chromatograph/mass spectrometer analysis.
- 3.1.5.14 Tandem Quadrupole Mass Spectrometer scanwave collision cell must be capable of accumulating ions and synchronize their transmission with the scan rate of the final quadrupole to increase sensitivity.
- 3.1.5.15 Tandem Quadrupole Mass Spectrometer must allow collection of data in multiple reaction monitoring and full scan modes to allow the monitoring of matrix influences in a single run.
- 3.1.5.16 Tandem Quadrupole Mass Spectrometer multiple reaction monitoring mode detection of target must allow the triggering of a product ion confirmation scan.

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- 3.1.5.17** Tandem Quadrupole Mass Spectrometer must be capable of matching the product ion confirmation scan spectrum against a reference database to enable a routine method of checking compound identity.
- 3.1.5.18** Tandem Quadrupole Mass Spectrometer must be capable of switching between mass spectrometry (full scan and/or selected ion recording) and multiple mass spectrometry (multiple reaction monitoring, product ion scanning, and parent ion scanning, or neutral loss scanning) acquisition modes in no more than 5 minutes and without changing the pressure of collision gas within the collision cell and without compromising either mass spectrometry or multiple mass spectrometry data quality.
- 3.1.5.19** Tandem Quadrupole Mass Spectrometer must include an automated tuning algorithm to obtain optimal electrospray voltages, cone voltages, and collision energy.
- 3.1.5.20** Tandem Quadrupole Mass Spectrometer must include an automated calibration facility for hardware setup.
- 3.1.5.21** Tandem Quadrupole Mass Spectrometer mass spectrometry acquisition method editor must allow automatic multiple reaction monitoring dwell time and inter-channel delay and inter-scan delay times based on expected chromatographic peak width to ensure optimal data acquisition parameters are used.
- 3.1.5.22** Tandem Quadrupole Mass Spectrometer must include a searchable forensic toxicology compound database.
- 3.1.5.23** Tandem Quadrupole Mass Spectrometer data analysis must display parent ion, fragment ions, total ion current, and match data on a single screen.
- 3.1.5.24** Tandem Quadrupole Mass Spectrometer must have an isolation valve to allow cleaning of cone without venting instrument.

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- 3.1.5.25 Tandem Quadrupole Mass Spectrometer cone must be capable of being removed from the instrument by hand without any tools required.
- 3.1.5.26 Tandem Quadrupole Mass Spectrometer ion source must allow maximum temperature of 650 degrees Celsius.
- 3.1.5.27 Tandem Quadrupole Mass Spectrometer must include a photomultiplier detector that is offset 90 degrees from the analyzer to reduce noise.
- 3.1.5.28 Tandem Quadrupole Mass Spectrometer must include a three-position vial infusion device that is software controlled and allows tuning and calibration solutions to be infused into probe.
- 3.1.6 **Contract item #6 – Quantity: 3 (years: initial plus two renewal years) – Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument Telephone Support, Onsite Maintenance, and Warranty**
  - 3.1.6.1 Vendor shall provide telephone support during Vendor's normal business hours; onsite maintenance that includes one onsite preventive maintenance per year; and hardware and software warranty for three years from date of installation for entire Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument including all accessories, software, and libraries described in Section 3.1.5 herein.
- 3.1.7 **Contract Item #7 – Quantity: 1 (lump sum)– Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument Set Up and Installation**
  - 3.1.7.1 Vendor shall set up and install Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument, including all accessories and forensic database described in Section 3.1.5 herein at Agency location at 619 Virginia Street, West, Charleston, West Virginia.



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**3.1.8 Contract Item #8 – Quantity: 1 (lump sum) - 2-Day Onsite Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument Training Session**

**3.1.8.1** Vendor must provide one, 2-day onsite training session to Agency staff on the operation and maintenance requirements of the Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument at the Office of Chief Medical Examiner, 619 Virginia Street, West, Charleston, West Virginia following installation. Vendor will be responsible for all costs incurred for its staff to attend the training session; including travel expenses, lodging, and meals.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides all of the Contract Items meeting the required specifications for the lowest overall Grand Total cost as shown on the Pricing Pages.

**Initial Contract Award will be only for the equipment as described under Contract Items 3.1.1 and 3.1.5; setup and installation as described under Contract Items 3.1.3 and 3.1.7; the training sessions described under Contract Items 3.1.4 and 3.1.8; and ONLY Year 1 of the Support, Onsite Maintenance and Warranty described under Contract Items 3.1.2 and 3.1.6. Year 2 Support, Onsite Maintenance, and Warranty will be added to the purchase order upon a mutually agreed upon renewal change order for the first renewal year and Year 3 added upon a mutually agreed upon renewal change order for the second renewal year.**

**4.2 Pricing Page:** Vendor should complete the Pricing Page by completing the Unit Price, Extended Price, and Grand Total fields. The Extended Price should be calculated by multiplying the Quantity by the Unit Price. The Grand Total should be calculated by adding the Extended Price Column. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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**5. PAYMENT:**

- 5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment to Vendor will be made in arrears after delivery; setup and installation; and training are complete and 100% acceptance of Contract by Agency.

**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall ship equipment as described under Contract Items 3.1.1 and 3.1.5; provide setup and installation as described under Contract Items 3.1.3 and 3.1.7; provide training sessions as described under Contract Items 3.1.4 and 3.1.8; and provide the initial Year 1 Support, Onsite Maintenance, and Warranty as described under Contract Items 3.1.2 and 3.1.6 immediately after being awarded this Contract and receiving a purchase order to achieve delivery by June 30, 2014. Year 2 Support, Onsite Maintenance, and Warranty will be added to the purchase order upon a mutually agreed upon renewal change order for the first renewal year, and Year 3 added upon a mutually agreed upon renewal change order for the second renewal year.

Contract Items must be delivered to Agency at Office of Chief Medical Examiner, 619 Virginia Street, West, Charleston, West Virginia 25302. Contract Items must be shipped INSIDE DELIVERY, F.O.B. DESTINATION.

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

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

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the

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CME14173 – Integrated Liquid Chromatographs/Mass Spectrometers

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Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs must be included in the flat fee listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 8. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 8.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 8.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 8.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 8.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 8.5** Vendor shall inform all staff of Agency's security protocol and procedures.
- 9. VENDOR DEFAULT:**
- 9.1** The following shall be considered a vendor default under this Contract.
    - 9.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.

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CME14173 – Integrated Liquid Chromatographs/Mass Spectrometers

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- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
  - 9.2.1 Cancellation of the Contract.
  - 9.2.2 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

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

**Contract Manager:** Jaclyn Goldsworth  
**Telephone Number:** 800-252-4752 x 3699  
**Fax Number:** 508-482-8532  
**Email Address:** bid\_desk@waters.com

**EXHIBIT A**  
**CME14173 - PRICING PAGE**

<b>CONTRACT ITEM #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
3.1.1	Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument, Waters Screening Platform Solution with UNIFI, Part Number 176815014, or Equal	1 Each	\$377,651.44	\$377,651.44
3.1.2	Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument Telephone Support, Onsite Maintenance, and Warranty			
	Year 1	1 Year	included above	included above
	Year 2	1 Year	included above	included above
	Year 3	1 Year	\$27,857.45	\$27,857.45
3.1.3	Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument Set Up and Installation	1 Each	included above	included above
3.1.4	One, 2-Day Onsite Integrated Liquid Chromatograph Quadrupole Time-of-Flight Mass Spectrometer Instrument Training Session	1 Each	included above	included above
3.1.5	Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument, Waters Xevo TQ-S System, Part Number 176850041, or Equal	1 Each	\$361,059.49	\$361,059.49
3.1.6	Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument Telephone Support, Onsite Maintenance, and Warranty			
	Year 1	1 Year	included above	included above
	Year 2	1 Year	included above	included above
	Year 3	1 Year	\$28,432.12	\$28,432.12
	Integrated Liquid Chromatograph Tandem Quadrupole Mass	1 Each	included above	included above

3.1.7	Spectrometer Instrument Set Up and Installation			
3.1.8	One, 2-Day Onsite Integrated Liquid Chromatograph Tandem Quadrupole Mass Spectrometer Instrument Training Session	1 Each	included above	included above
3.1.9		Freight		\$4,262.35
<b>GRAND TOTAL:</b>				\$799,262.85

Contract shall be awarded to the Vendor that provides all of the Contract Items meeting the required specifications for the lowest overall Grand Total.

Vendor shall ship equipment as described under Contract Items 3.1.1 and 3.1.5; provide setup and installation as described under Contract Items 3.1.3 and 3.1.7; provide training sessions as described under Contract Items 3.1.4 and 3.1.8; and provide the initial Year 1 Support, Onsite Maintenance, and Warranty as described under Contract Items 3.1.2 and 3.1.6 immediately after being awarded this Contract and receiving a purchase order to achieve delivery by JUNE 30, 2014. Year 2 Support, Onsite Maintenance, and Warranty will be added to the purchase order upon a mutually agreed upon renewal change order for the first renewal year, and Year 3 added upon a mutually agreed upon renewal change order for the second renewal year.

Contract Items shall be delivered to Agency at 619 Virginia Street, West, Charleston, West Virginia 25302.

#### VENDOR SECTION:

<b>Vendor Name:</b>	Waters Technologies Corporation
<b>Physical Address:</b>	34 Maple Street Milford, MA 01757
<b>Remit to Address:</b>	Dept CH 14373 Palatine, IL 60055
<b>Telephone:</b>	800-252-4752
<b>Fax:</b>	508-482-8532
<b>Email:</b>	bid_desk@waters.com
<b>Vendor Representative (print name):</b>	Patricia Butler

<b>Signature:</b> <i>Patricia Butler</i>	<b>Date:</b> May 27, 2014
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**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Waters Technologies Corporation

(Company)

*Patricia Butler*

(Authorized Signature)

Patricia Butler, Sr Manager, Americas Order Svcs

(Representative Name, Title)

800-252-4752

(Phone Number)

508-482-8532

(Fax Number)

*May 27, 2014*

(Date)

See previously executed Purchasing Affidavit,  
dated December 18, 2013, attached herewith.

RFQ No. CME14173

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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 exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

Rev. 04/14

## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

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

**1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- \_\_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: \_\_\_\_\_

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

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

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

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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 exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: Waters Technologies CorporationAuthorized Signature: [Signature] Date: 12/18/2017State of MassachusettsCounty of Worcester, to-wit:Taken, subscribed, and sworn to before me this 18 day of December, 2013.My Commission expires March 13, 2020.**AFFIX SEAL HERE****NOTARY PUBLIC**[Signature: Robin M. Friberg]

Purchasing Affidavit (Revised 07/01/2012)

**ADDENDUM**

THIS ADDENDUM, (hereinafter "Addendum") by and between Waters Technologies Corporation (hereinafter "Vendor" or "Waters") and State of West Virginia (hereinafter "State of West Virginia"), (both referred to as "Parties"), specifically amend, amend and revise the GENERAL TERMS AND CONDITIONS, Revised 6/15/2012 (the "Contract") attached hereto as Exhibit A and made part of this Addendum.

**WITNESSETH:**

WHEREAS, State of West Virginia and Vendor are entering into the Addendum, to amend the General Terms and Conditions attached hereto as Exhibit A;

WHEREAS, the Parties desire to enter into this Addendum in order to give effect to the foregoing.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. The first sentence in Item 6. PRICING is hereby deleted and replaced with the following: "The pricing set forth herein is for only the Initial Contract Term and is subject to modification by Vendor in any subsequent Renewal Term."
2. Item 12. LIQUIDATED DAMAGES is hereby deleted and replaced with "INTENTIONALLY OMITTED".
3. Item 26. TIME is hereby deleted and replaced with "INTENTIONALLY OMITTED".
4. Item 35. WARRANTY is hereby deleted and replaced with the following.

**35. WARRANTY.** Vendor warrants that the services performed and the products and parts supplied to repair or replace the Equipment conform to average standards of workmanship and materials then prevailing in the trade. To the extent permitted by applicable law, VENDOR MAKES NO OTHER WARRANTIES HEREUNDER, EXPRESS OR IMPLIED, WITH REGARD TO THE PRODUCTS AND/OR SERVICES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY STATE OF WEST VIRGINIA FROM THE USE OF ITS PRODUCTS OR SERVICES.

5. The terms of the General Terms and Conditions, except as herein amended, are hereby reaffirmed and republished as if set forth herein. To the extent there is an inconsistency or conflict between the terms of this Addendum and the General Terms and Conditions, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date of last signature below.

STATE OF WEST VIRGINIA

WATERS TECHNOLOGIES CORPORATION

By: Carole Woodyard

By: Mark N. Gaudin

Name: Carole Woodyard

Name: Mark N. Gaudin

Its: Director of Purchasing

Its: Vice President, Americas Operations

Date: 6/26/13

Date: 6/25/2013

**ORDER OF PRECEDENT ADDENDUM**

THIS ORDER OF PRECEDENT ADDENDUM, (hereinafter "Addendum") by and between Waters Technologies Corporation (hereinafter "Vendor" or "Waters") and State of West Virginia (hereinafter "State of West Virginia"), (both referred to as "Parties"), is intended to modify certain General Conditions submitted by Waters and to provide an order of precedent for all terms and conditions contained in the sole source contract between Waters and the West Virginia State Police, identified as DPS1309 (the "Contract").

**WITNESSETH:**

WHEREAS, State of West Virginia and Vendor have each submitted terms and conditions and requested modifications thereto;

WHEREAS, approval by the Attorney General's office is necessary before the Contract becomes effective.

WHEREAS, the Attorney General's review has led the Parties to desire to enter into this Addendum in order to clarify the effectiveness of, and order of priority given to, various terms and conditions.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Order of Precedent:** This Order of Precedent Addendum will be first in priority amending all other documents and terms and conditions contained in the Contract. The Addendum to amend the General Terms and Conditions dated 6/25/2013 will be second in priority followed by the General Terms and Conditions, which is third in priority. The WV-96 Agreement Addendum will be fourth in priority followed by the Vendor's General Conditions contained in its quote, the Vendor's Statement of Coverage (attached hereto), and any other terms and conditions submitted by Vendor, which will be fifth in priority.
2. **Changes to Vendor's General Conditions:** The General Conditions contained in Vendor's Quote shall be modified as follows:
  - a. Paragraph 1 entitled "Acceptance" shall be removed in its entirety.
  - b. Paragraph 21 entitled "Additional Terms and Conditions" shall be removed in its entirety.

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date of last signature below.

STATE OF WEST VIRGINIA

By: Carole Woodyard  
 Name: Carole Woodyard  
 Title: Director of Purchasing  
 Date: 11/6/13

WATERS TECHNOLOGIES CORPORATION

By: [Signature]  
 Name: Arthur G. Caputo  
 Title: President, Waters Division  
 Date: November 4, 2013





**AGREEMENT ADDENDUM**

*This Addendum, by and between Waters Technologies Corporation d/b/a/ Waters Corporation and the State of West Virginia, specifically alters, amends, and revises the Waters Sales Quotation Terms and Conditions of Sale for the Service Plans identified in Quotation Number 20428480. The Waters Service Quotation Terms and Conditions of Sale, except as herein amended, are hereby reaffirmed and republished as if set forth herein.*

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, to the extent required by the West Virginia State Constitution, 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.

**STATE OF WEST VIRGINIA**

Agency: WEST VIRGINIA UNIVERSITY

Signed: John M. Carter

Title: SR Proc Admin

Date: 6-24-13

**WATERS TECHNOLOGIES CORPORATION  
d/b/a/ WATERS CORPORATION**

Signed: [Signature]

Title: VP, Americas Field Operations

Date: 6/22/13

Approved as to form prior to signature this 14th day of April, 2009, by Lawrence Wayfield, Deputy Attorney General



THE SCIENCE OF WHAT'S POSSIBLE.™

Bob Kilpatrick  
State of West Virginia  
619 Virginia St W  
Charleston, WV, 25302-2027  
US

Telephone : 304 558 0067  
FAX : 304 558 4115  
Email : robert.p.kilpatrick@wv.gov

Sales Proposal

Please reference this Quotation when Purchase Order is issued

**Quotation No: 20809316 - Expiration Date: 07/28/2014**

RE: Bid # CME14173 Due 5/28/2014

Dear Bob Kilpatrick,

Thank you for your interest in Waters! Please find the enclosed Sales Quotation for the products you inquired about. We look forward to working with you and your team for all of your laboratory needs.

To place an order for products and services on this quotation, you may send your hard copy purchase order via email to [waters\\_quotes@waters.com](mailto:waters_quotes@waters.com)

You may also contact Waters Sales Support to place your order via telephone at 800-252-4752 Ext.8023, fax your purchase order to 508-482-8532 or 508-482-8834.

If you have any questions regarding this quotation, please contact your local Account Representative: Delano Turner. Delano may be reached by telephone at 800-252-4752, or via Email at [DELANO\\_TURNER@WATERS.COM](mailto:DELANO_TURNER@WATERS.COM), or visit us online at [www.waters.com](http://www.waters.com).

Waters Sales Support  
Tel: 800-252-4752 Ext.8023  
Email: [waters\\_quotes@waters.com](mailto:waters_quotes@waters.com)

FOR

**Sales Proposal**  
Please reference this Quotation when Purchase Order is issued

Item	Product#	Qty	Description	Unit Price	Discount	Net Price
1	<b>176815014</b>	1	<b>Waters Screening Platform Soln. w/UNIFI</b>	598,514.02	- 220,862.58	377,651.44
			<i>With the following configuration:</i>			
			<b>UNIFI Software and Options</b>			
	176002738	1	UNIFI Workstation Software			
	740004262	1	Maint: UNIFI Personal Software			
	667004656	1	UNIFI Workstation Small Molecule Option			
	667004874	1	Toxicology Library			
	740004767	1	Maint: UNIFI WRK Small Molecule Option			
	740005019	1	MAINT: Toxicology Library			
	186007046	1	W/S,UNIFI v1.6 ToF Lenovo C30			
	668000249	1	Lenovo L1700P 17" LCD Business Black			
	176015069	1	ACQUITY UPLC I-Class Core Sys w/ SM-FTN			
	176002843	1	Xevo G2-S QToF 4k UNIFI			
	176002027	1	US Mains Cable Kit			
	176002846	1	Vacuum Pump			
	176001751	1	LockSpray source with ESI probe			
	176002513	1	MS Ref Stds: TOF G2-S MS Install			
	700004189	1	FLUIDICS TUBING AND FITTINGS			
	176002866	1	Kit, Screening Application			
	176002908	1	Kit, Screening App Sol Installation			
	176003252	1	Toxicology Application Kit			
	176003253	1	Forensic Toxicology Installation Kit			
			<b>Installation, Training and Plans</b>			
	741000475	1	FORENSIC TOXICOLOGY APP SOL INSTALL CERT			
	741000451	1	SCREENING PLATFORM INSTALL CERTIFICATE			
	750000489	1	NA - On-Site Field Apps Ed Cert (4 days)			
			<b>Compliance Service &amp; Extended Warranty</b>			
	740004356	1	TAW ACQUITY I-Class BSM (1PM)			
	740004375	1	TAW ACQUITY I-Class SM-FTN (1PM)			
	740004721	1	TAW XEVO G2-S QTOF (1PM)			

**Sales Proposal**  
Please reference this Quotation when Purchase Order is issued

Item	Product#	Qty	Description	Unit Price	Discount	Net Price
**3rd Year Plans**						
Waters is offering the following multi-year service plan contract at a discount off of list price. The new multi-year service plan incentive is only available if the plan(s) are purchased with the instrument. A one time invoice for the multi-year service plan will be issued upon delivery of the instrumentation and is payable within 30 days from the date of invoice.						
2	740004352	1	TAP ACQUITY I-Class BSM (1PM)	5,340.00	- 1,949.10	3,390.90
3	740004371	1	TAP ACQUITY I-Class SM-FTN (1PM)	3,340.00	- 1,219.10	2,120.90
4	740004715	1	TAP XEVO G2-S QTOF (1PM)	35,190.00	- 12,844.35	22,345.65
5	<b>176850041</b>	1	<b>Xevo TQ-S System Level Variant</b>	568,247.02	- 207,187.53	361,059.49
			<i>With the following configuration:</i>			
	176002083	1	Waters Xevo TQ-S			
	176002191	1	MS Ref Stds: XEVO TQ-S			
	176001948	1	Xevo TQ/TQ-S US Mains cable kit			
	176002085	1	Dual Vacuum Roughing Pump Option			
	176002526	1	MassLynx Workstation with TL			
	668000273	1	MONITOR, Lenovo ThinkVision Flat Panel			
			<b>ACQUITY UPLC I-Class Systems</b>			
	176015069	1	ACQUITY UPLC I-Class Core Sys w/ SM-FTN			
	700002848	1	ACQUITY UPLC / UV and ELSD Qualification Standards Kit			
			<b>Installation, Training and Plans</b>			
	741000358	1	XEVO TQ MS SYSTEM INSTALL CERTIFICATE			
			<b>Compliance Service &amp; Extended Warranty</b>			
	740004048	1	TAW XEVO TQ-S (1PM)			
	740004356	1	TAW ACQUITY I-Class BSM (1PM)			
	740004375	1	TAW ACQUITY I-Class SM-FTN (1PM)			
	740002549	1	Maint: MassLynx S/W 2nd Yr			

**Sales Proposal**  
Please reference this Quotation when Purchase Order is issued

Item	Product#	Qty	Description	Unit Price	Discount	Net Price
**3rd Year Plans**						
Waters is offering the following multi-year service plan contract at a discount off of list price. The new multi-year service plan incentive is only available if the plan(s) are purchased with the instrument. A one time invoice for the multi-year service plan will be issued upon delivery of the instrumentation and is payable within 30 days from the date of invoice.						
6	740004043	1	TAP XEVO TQ-S (1PM)	33,840.00	- 12,351.60	21,488.40
7	740004352	1	TAP ACQUITY I-Class BSM (1PM)	5,340.00	- 1,949.10	3,390.90
8	740004371	1	TAP ACQUITY I-Class SM-FTN (1PM)	3,340.00	- 1,219.10	2,120.90
9	740002548	1	MassLynx Software 1 Year Plan	2,255.00	- 823.08	1,431.92
<b>Sub Total</b>						<b>795,000.50</b>
<b>Estimated Freight Charges</b>						<b>4,262.35</b>
<b>Total Quotation in USD</b> (Excludes Applicable Taxes)						<b>799,262.85</b>

## Waters Standard Terms and Conditions

Delivery: 90 days  
Freight Terms: FOB Destination  
Prepaid & Added  
Payment Terms: NET 30 DAYS  
Payment Terms Subject to Credit Review

**Sales Proposal**  
Please reference this Quotation when Purchase Order is issued

**EXTEND YOUR COVERAGE, REDUCE OVERALL COST OF OWNERSHIP**

The Total Assurance Warranty (TAW) is available only during the first 90 days of system/software ownership and provides full support coverage for two years at significant savings.

With a TAW, you save money when compared to an annual service agreement, or per-incident services. Purchasing a TAW with a system offers benefits including system discounts, secure priority support for two years, unlimited repair visits, and replacement parts as needed. The TAW also guarantees a scheduled Performance Maintenance visit (PM) in year two.

Waters maintenance contracts for Empower and MassLynx Software supports your business through continuous product improvement including; all patches, enhancements, upgrades to the newest product version, priority telephone support, exclusive access to the Informatics community for peer/Waters experts discussions, and web based support including downloads and technical notes.

Take advantage of this offer - Protect your investment with a service plan now.

- o Ensure reliable operation and minimize unscheduled downtime
- o Guarantee a seamless continuation of full support after your limited warranty expires
- o Fix the cost of ownership for your mission critical instruments
- o Eliminate administrative costs of processing future multiple purchase orders

Additional notes:

For Finance and Leasing Options - Contact Director of Instrument Leasing, Alex Johnson at 1-800-252-4752 Ext. 2307.



Sales Proposal  
Please reference this Quotation when Purchase Order is issued

## Detail Product Description(s)

### Product# Description

#### 176002738 UNIFI Workstation Software

UNIFI Workstation Base Software kit which includes installation DVD, the UNIFI Workstation Base Software License(which includes 5-UNIFI Named User Licenses), On-Line Help, Installation and Configuration Guide.

#### 186007046 W/S,UNIFI v1.6 ToF Lenovo C30

W/S,UNIFI v1.6 ToF Lenovo C30

This computer is suitable for a UNIFI v1.6 ToF Workstation installation. Consists of a Lenovo ThinkStation C30 with Dual (2) Intel Xeon E5-2620 Processors (2.0GHz), Windows 7 Professional (64-bit), 64 GB (QTY 8 x 8GB ECC DDR3 PC3 1333MHz UDIMM), NVIDIA Quadro 2000 (1GB, DVI + DP) graphics card, 1 x 256GB 2.5" SATA SolidState Drive, 2 x 2TB SATA 3.5" 7200 RPM Hard Drives, 16x DVD +/- RW Dual Layer optical drive, Integrated Broadcom Ethernet 10/100/1000, Broadcom 82574L Gigabit Ethernet Adapter, USB Preferred Pro Full-size keyboard, USB Optical 3 Button Wheel Mouse and Three Years On-site International Warranty with Non-Return HDD; does not include monitor

#### 668000249 Lenovo L1700P 17" LCD Business Black

17" LCD Monitor

#### 176015069 ACQUITY UPLC I-Class Core Sys w/ SM-FTN

ACQUITY UPLC I-Class Core System with SM-FTN

For quoting purposes only

The ACQUITY UPLC I-Class Core System with SM-FTN has integrated solvent sample and column heating configured for binary solvent delivery and sample introduction via a Flow-Through Needle sample manager (SM-FTN. The system may be configured with TUV-based UPLC optical detectors and any currently supported Waters' mass detector, with a choice of instrument control and data management software.

The following items are included as part of the core system:

ACQUITY UPLC I-Class Binary Solvent Manager (BSM)

And ACQUITY UPLC I-Class Sample Manager – Flow-Through-Needle

(SM-FTN, Column Heater with Active Pre-Heating (CH-A) configured with 0.003"/0.076 mm I.D. Active Solvent Pre-Heater

ACQUITY UPLC Solvent Tray Module

ACQUITY UPLC I-Class CH-A System Start Up Kit

Leak Sensors

#### 176002843 Xevo G2-S QToF 4k UNIFI

Waters' Xevo G2-S QToF incorporates StepWave® ion optics for unsurpassed levels of durable sensitivity...

...and proven quantitative time of flight (QuanToF™) technology for superior UPLC-compatible mass resolution, matrix-tolerant dynamic range, quantitative performance, mass accuracy and speed of analysis –simultaneously...

...allowing close integration with Ultra Performance LC for the highest quality, most comprehensive information.

Xevo G2-S QToF provides IntelliStart™ Technology for automated system optimization and status monitoring, ensuring that the highest quality data is routinely available to all levels of operator.

##### 1. Stepwave™ Ion Optics

StepWave™ ion transfer optics dramatically increases the efficiency of ion transfer from the ion source to the MS analyzer at

Sales Proposal  
Please reference this Quotation when Purchase Order is issued

## Detail Product Description(s)

### Product# Description

#### 176002843 Xevo G2-S QToF 4k UNIFI - Continued

the same time as efficiently eliminating undesirable neutral contaminants. This technology delivers unprecedented levels of robust, durable sensitivity.

##### 2. IntelliStart™ Fluidics

The instrument is equipped with an on-board infusion system capable of delivering reference solutions from 3 built-in vial locations. The on-board fluidics system is controlled by the IntelliStart software to provide automated instrument setup and mass calibration. The reference solutions are delivered via switching valves for either direct or combined (into an LC flow) infusion into the ion source. The valves can in addition be programmed from the software to function as an LC flow divert. If required, the fluidics can be controlled manually via the System Console.

##### 3. Quadrupole Analyzer

The instrument is equipped with a high performance quadrupole mass analyzer. Pre-filters are fitted to the mass analyzer to maximize resolution and transmission. The pre-filters also eliminate the need for cleaning of the quadrupole mass analyzer. All lens and analyzer voltages are digitally controlled. Analyzer parameters may be programmed with respect to mass for optimal performance.

##### 4. Collision Cell

The instrument is equipped with a T-Wave collision cell where the collision energy is under programmable software control. The collision energy and collision gas pressure used during data acquisition are automatically recorded and appended to the relevant data file.

##### 5. ToF Analyzer

The instrument is equipped with a high performance oaToF mass analyzer with a mass range up to m/z 100,000 and a resolving power of 32,500 FWHM.

##### 6. Vacuum System

The instrument is equipped with a differentially pumped, automated vacuum system comprising air-cooled turbomolecular pumps and one backing pump (either one rotary pump or one oil free pump). Vacuum read backs and system vent/pump cycles are digitally monitored and controlled, to provide total software control and ensure fail-safe operation in the event of power failure.

The backing option must be ordered separately (See Backing Pump Options for part numbers and descriptions)

#### 176001751 LockSpray source with ESI probe

LockSpray source with ESI probe.

This is a dual inlet atmospheric pressure ionisation (API) LC interface. The source and spraying elements are visible through a transparent window in the enclosure and are easily accessible via a quick-release mechanism. The source elements may be removed for cleaning without the need for tools and without breaking vacuum. The nebulized spray is orientated orthogonally and positioned off axis for maximum source longevity. ESCI capability is available with this source option (allowing rapid switching between ESI and APCI in the same run). All source voltages and gases are under data system control. A reference sprayer and rotating baffle allows exact mass measurements to be obtained with the greatest degree of confidence with no interference to analyte spectra.

#### 700004189 FLUIDICS TUBING AND FITTINGS

Tubing and Fittings

#### 176002083 Waters Xevo TQ-S

Waters Xevo TQ-S

Sales Proposal  
Please reference this Quotation when Purchase Order is issued

## Detail Product Description(s)

### Product# Description

#### 176002083 Waters Xevo TQ-S - Continued

The Xevo TQ-S is a highly advanced tandem quadrupole mass spectrometer designed for your most demanding quantitative UPLC/MS/MS applications. It benefits from Engineered Simplicity – the combination of high performance, simplicity of operation with ion source versatility to service the broadest range of applications, to deliver superior quantitative capability to the widest range of scientists, across varying levels of expertise. The Xevo TQ-S features a revolutionary new off-axis ion source technology known as StepWave(TM), which increases even further the high sensitivity provided by Xevo TQ. This advance in performance allows you to measure compounds accurately, robustly and reproducibly, at much lower concentrations than you ever thought possible. The Xevo TQ-S is also equipped with a ScanWave enabled collision cell. Intelligent ion accumulation and ejection provide enhanced product ion spectral data. This means that the Xevo TQ-S will give you both the very best quantitative data as well as superior spectral MS/MS information. Another key capability provided by this unique collision cell is an information rich acquisition mode called RADAR. In RADAR mode the Xevo TQ-S rapidly alternates between MRM and full scan MS acquisition modes. You can track your target analytes with precision in MRM mode, while at the same time scanning the background for all other components.

The following items are included as part of the standard system:

Z SPRAY™ API interface...Dual orthogonal interface for robust LC/MS

Electrospray (ESI) inlet probe...for efficient ionisation of a wide range of compounds

ESCITM ionisation capability...rapid switching source for both ESI and APCI in the same run

IntelliStart™ fluidics...Automated tuning, calibration and method development

TargetLynx™...Application manager (requires license as provided with PC, below)

OpenLynx™...Application manager (requires license as provided with PC, below)

The standard system does not include the following items, which must be specified separately:

Additional inlet probes and ion source options (detailed below).

Acquisition PC data system and monitor

Additional Workstation data system terminals.

Printers.

Additional MassLynx™ options (detailed below).

Vacuum backing pump options (rotary or oil-free combinations)

HPLC systems or other inlet options.

#### 1. Z SPRAY™ API INTERFACE

This instrument is equipped with an atmospheric pressure ionisation (API) LC interface. The source and spraying elements are visible through a transparent window in the enclosure and are easily accessible via a quick-release mechanism. The source elements may be wiped clean in situ or removed for cleaning without the need for tools and without breaking vacuum. The nebulized spray is orientated orthogonally and positioned off axis for maximum source longevity and analyser protection against 'dirty' samples. The source also includes facilities for de-clustering ions formed at atmospheric pressure. Positive and negative capability is included. Positive ion, negative ion and ESCITM capability is available as standard (allowing rapid switching between ESI and APCI, positive and negative in the same run). All source voltages and gases are under data system control.

#### 2. INTELLISTART™ FLUIDICS

The instrument is equipped with an on-board infusion system capable of delivering reference solutions from 3 built-in vial locations. The on-board fluidics system is controlled by the IntelliStart software to provide automated instrument setup, mass calibration and method development. The reference solutions are delivered via switching valves for either direct or combined

Sales Proposal  
Please reference this Quotation when Purchase Order is issued

## Detail Product Description(s)

### Product# Description

#### 176002083 Waters Xevo TQ-S - Continued

(into an LC flow) infusion into the API source. The valves can in addition be programmed from the software to function as an LC flow divert. If required, the fluidics can be controlled manually via the system Console.

#### 3. TANDEM QUADRUPOLE ANALYSER

The instrument is equipped with two high performance quadrupole mass analysers with inter-element beam focusing and a mass range of 2-2000 amu. Pre-filters are fitted to the mass analysers to maximise resolution and transmission. The pre-filters also eliminate the need for cleaning of the quadrupole mass analysers. All lens and analyser voltages are digitally controlled. Analyser parameters may be programmed with respect to mass for optimal performance. Analyser parameters used for data acquisition are automatically recorded and appended to the relevant data file.

#### 3. StepWave ION TRANSFER OPTICS

This instrument is equipped with patented, off-axis StepWave™ ion transfer optics. Uniquely the StepWave technology both dramatically increases the efficiency of ion transfer from the ion source to the quadrupole MS analyser at the same time as efficiently eliminating undesirable neutral contaminants. The technology employed allows Xevo TQ-S to deliver unprecedented levels of sensitivity, speed, and selectivity.

#### 4. COLLISION CELL

The instrument is equipped with a unique design of collision cell that can be operated in two different modes (T-Wave or ScanWave), depending upon need. In both modes of operation the collision energy and gas pressure are under programmable software control. The collision energy and collision gas pressure used during data acquisition are automatically recorded and appended to the relevant data file.

##### T-Wave™:

The cell can be operated as a high efficiency travelling wave (T-Wave) device for collision induced dissociation. The travelling wave enables rapid cell clearance and refill for fast MRM transition switching while maintaining optimum signal to noise.

##### ScanWave™:

The cell can be operated in a ScanWave mode. The cell can accumulate ions and then release them, according to their mass, in synchrony with the second quadrupole mass analyser. This mode of operation results in a significant increase in the signal intensity of full scan spectra (Product ion).

##### RADART™:

An information-rich acquisition approach that allows you to collect highly specific quantitative MRM data for target compounds while providing additional spectral data to help visualize all other components in the sample.

#### 5. VACUUM SYSTEM

The instrument is equipped with a differentially pumped, automated vacuum system comprising: three air-cooled turbomolecular pumps and two vacuum backing pumps (either two rotary pumps or two oil free pumps). Vacuum read backs and system vent/pump cycles are digitally monitored and controlled, to provide total software control and ensure fail-safe operation in the event of power failure. The backing option must be ordered separately (See Backing Pump Options for part numbers and descriptions)

#### 6. DETECTOR

Sales Proposal  
Please reference this Quotation when Purchase Order is issued

## Detail Product Description(s)

### Product# Description

#### 176002083 Waters Xevo TQ-S - Continued

The instrument is equipped with a low noise dynolite photomultiplier detector. The detector is positioned after the second analyzer. A High Voltage conversion dynode and phosphor are positioned at 90° off-axis to the analyser for the elimination of neutral noise. The detector features novel, integral focusing optics, which provides a detection efficiency approaching 100% for single ions. The photomultiplier is enclosed in its own vacuum envelope for long life. The detector operates in both positive and negative ion mode, which can be switched rapidly under software digital control.

#### 7. MASSLYNX SOFTWARE / MS Workstation

The MS Workstation and MassLynx 4.1 License for the application software for instrument control, data acquisition and processing must be ordered separately. Post acquisition processing and general data manipulation can be carried out by an additional computer workstation and software installation.

#### 176002085 Dual Vacuum Roughing Pump Option

Dual vacuum backing pump option

#### 176002526 MassLynx Workstation with TL

MassLynx™ Workstation with License

MassLynx 4.1 Application Software License includes key discs for TargetLynx™ and OpenLynx™

Lenovo ThinkStation C20 with Windows 7 Professional 64

Intel® Xeon® E5620 Processor (2.40GHz 1066MHz 12MB Turbo SMT) - 80W, Windows 7 Professional 64 - bit (US English),

Tower 6x4 Mechanical with Intel 5520 Motherboard, Intel 5520 Motherboard (C20X) - TPM Enabled, DDR3 ECC uDIMM

PC3-10600 1333MHZ, 3 x 2GB ECC DDR3 PC3-10600 SDRAM (1333MHz uDIMM)

NVIDIA Quadro 400 (512MB DVI+DP), DVI -To - VGA Video Converter, Integrated Audio, Internal RAID - Not Enabled, 500GB

SATA 3.5" Hard Drive - 7200 rpm, Lenovo 16x DVD +/- RW Dual Layer (Windows 7), Dual Integrated Ethernet 10/100/1000,

Lenovo USB Preferred Pro Full Size Keyboard - US Euro, Lenovo Optical Wheel Mouse - USB Primax 400 DPI, Line Cord - US,

Language Pack - English, Non-Return HDD - 3 Year Warranty US/EMEA, Three year on-site warranty (parts and labour)

Monitor: None; Printer: None

#### 668000273 MONITOR, Lenovo ThinkVision Flat Panel

22" Flat Panel Monitor

Lenovo ThinkVision L2250p - LCD display - TFT - 22" - Widescreen - 1680 x 1050 / 75 Hz - 250 cd/m2 - 1000:1 - 5 ms

-0.282 mm DVI-D, VGA - business black

#### 741000358 XEVO TQ MS SYSTEM INSTALL CERTIFICATE

Xevo MS System Installation

Includes:

- System Set up and Specification Testing
- Product Familiarization Training
- 1 Year Manufacturers Warranty
- Insight I-Assist Remote Connection

Sales Proposal  
Please reference this Quotation when Purchase Order is issued

### **Detail Product Description(s)**

#### **Product# Description**

**740004048 TAW XEVO TQ-S (1PM)**

TAW XEVO TQ-S) (1PM)

Total Assurance Warranty Xevo TQ-S 1 Performance Maintenance Visit, Provides two years of full coverage

**740002549 Maint: MassLynx S/W 2nd Yr**

Masslynx Software 2 Year Plan

MassLynx Software Maintenance Contract - Valid for 2 Years - Includes coverage according to the Waters Informatics Maintenance Plan.



Account : State of West Virginia  
Quotation number : 20809316  
Creation date : 05/12/2014  
Expiration date : 07/28/2014

**Sales Proposal**  
Please reference this Quotation when Purchase Order is issued

## **Waters General Sales Terms and Conditions**

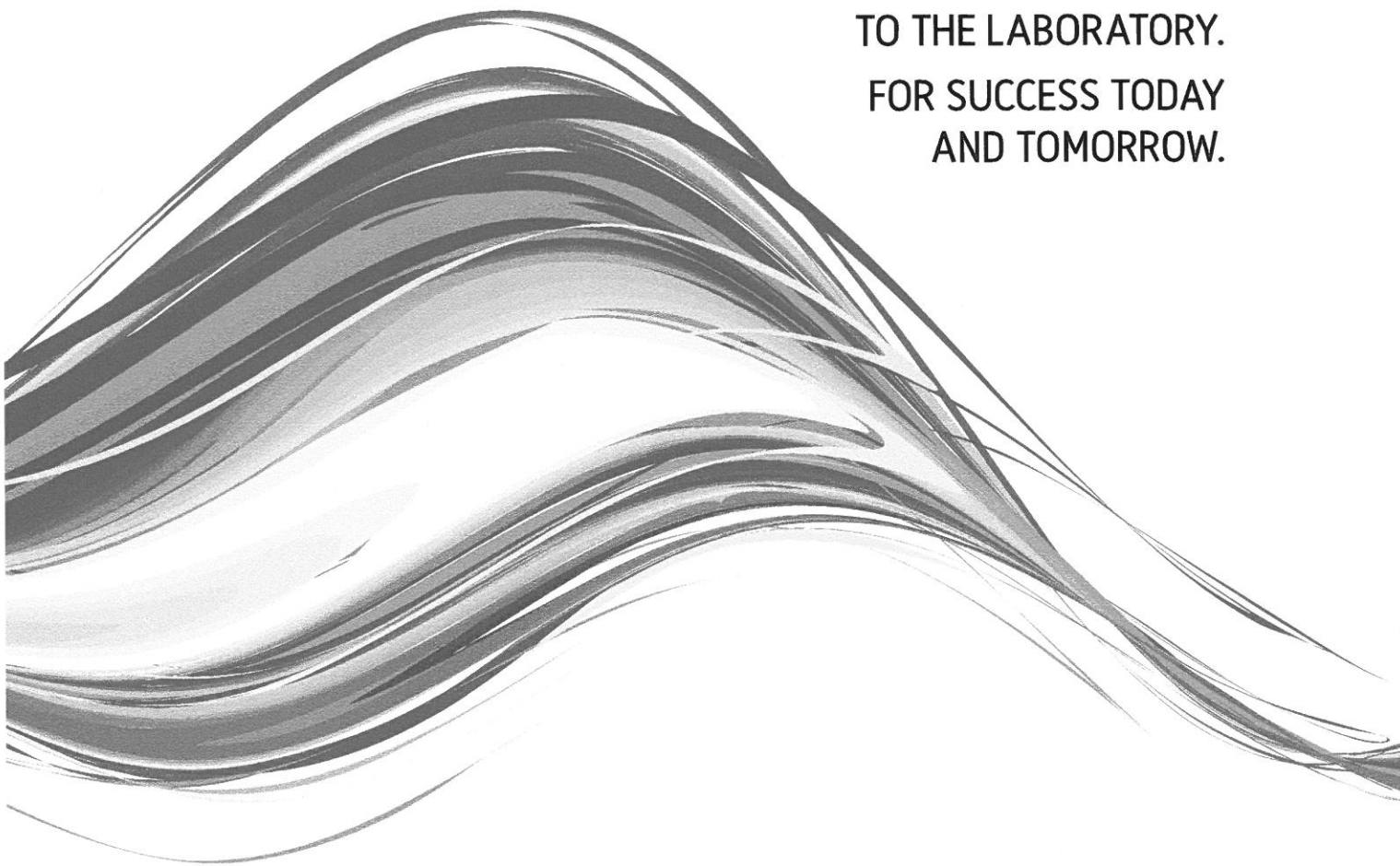
THIS TRANSACTION IS EXPRESSLY CONDITIONED UPON AND SUBJECT TO ALL OF THE FOLLOWING TERMS AND CONDITIONS:

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



UNIFI™  
SCIENTIFIC INFORMATION SYSTEM

BRINGING SYNERGY  
TO THE LABORATORY.  
FOR SUCCESS TODAY  
AND TOMORROW.



Waters  
THE SCIENCE OF WHAT'S POSSIBLE.™

# CAPTURE THE FULL VALUE OF UPLC AND MS DATA

Waters UNIFI™ Scientific Information System represents the next generation in informatics capabilities for laboratory-dependent organizations that want to increase the value of their scientific data. **UNIFI is the industry's first comprehensive software that seamlessly integrates UPLC® chromatography, mass spectrometry, and informatics data workflows in one platform.**

With UNIFI there are no compromises in how laboratories acquire, process, and interpret analytical data, even in regulated environments.

NuGenesis SDMS

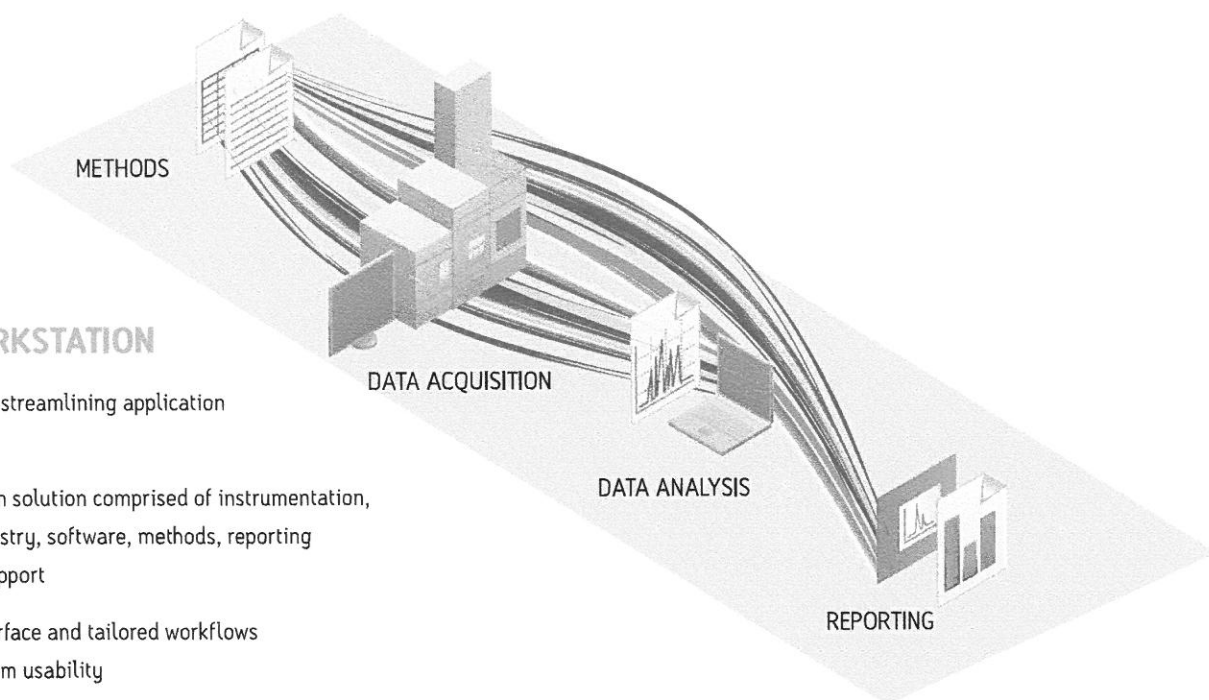
Empower

MassLynx





# THE UNIFI ROAD MAP



## PHASE 1: WORKSTATION

A system solution for streamlining application specific workflows

- End-to-end system solution comprised of instrumentation, separations chemistry, software, methods, reporting templates, and support
- Intuitive user interface and tailored workflows to maximize system usability
- A single Waters platform for chromatography and mass spectrometry that minimizes training and improves collaboration
- Security and compliance tools for use in regulated laboratories

## COMBINING CAPABILITIES OF WATERS' POPULAR SOFTWARE PLATFORMS

**UNIFI joins Waters' suite of informatics products – Empower™ Chromatography Data Software, MassLynx™ Mass Spectrometry Software, and NuGenesis® Scientific Data Management System (SDMS), each of which is best-in-breed and used daily to support innovations within world-leading institutions.**

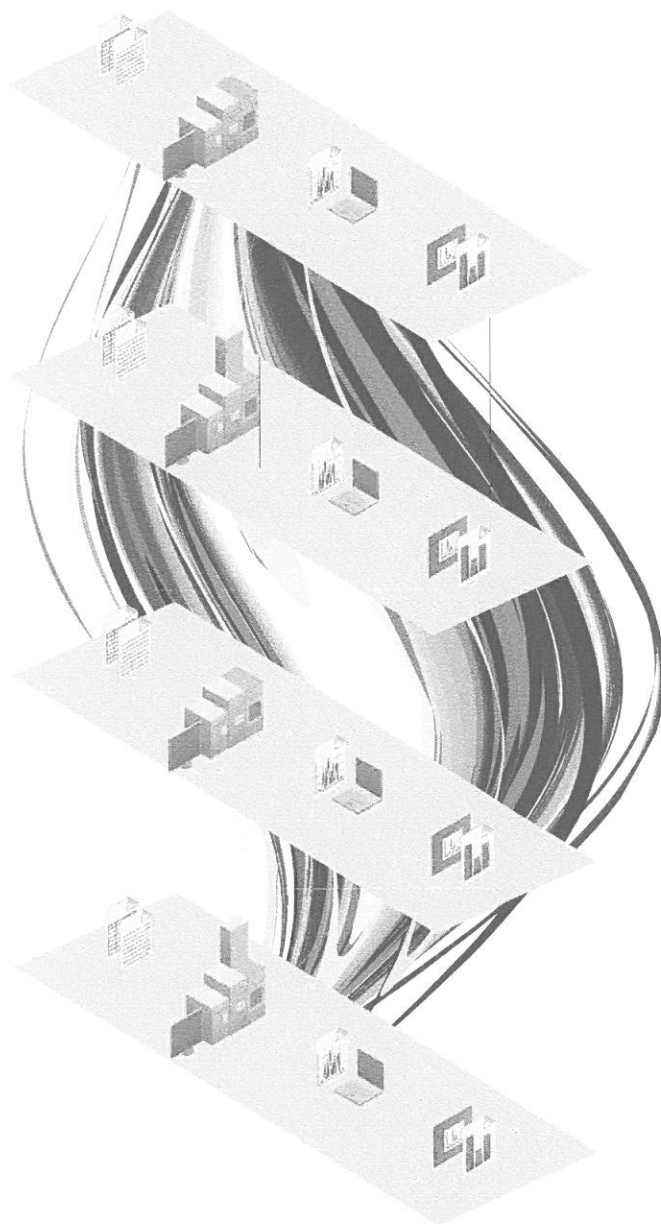
Empower, MassLynx, and SDMS have become the standard by which all other analytical data platforms are measured. By listening to our customers and capitalizing on the cumulative insight gained from Waters' existing products, UNIFI answers an unmet need for data system harmonization in the market.

The first generation of UNIFI will offer unique system-level innovations for specific applications within a laboratory. It will provide the chromatography capabilities of an Empower workstation, the MS functionality and intelligent applications of MassLynx, and the scientific data management tools of SDMS – all in a single data system.

## PHASE 2: LABORATORY WORKGROUP

A small network with enhanced data security for GxP or 21 CFR Part 11 environments

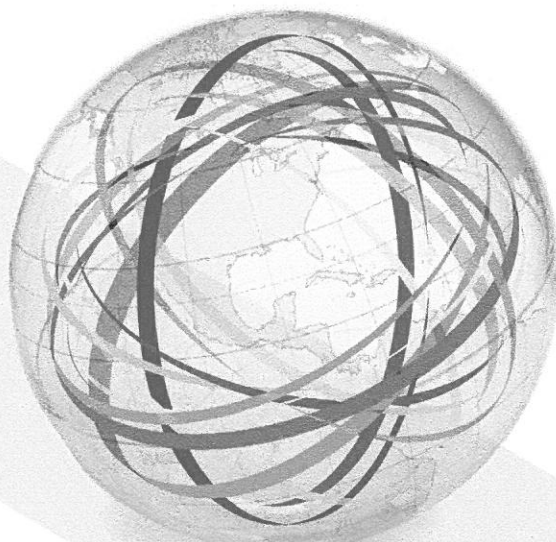
- n-Tier Architecture with separate database layer for physical data security ensures compliance readiness
- Expanded breadth of Waters system solutions with additional applications for chromatography and mass spectrometry instruments
- Increased platform footprint that supports laboratory-wide productivity enhancements



## APPLICATION SOLUTIONS TO MEET SPECIFIC LABORATORY CHALLENGES

UNIFI-based application solutions platforms will be available to support laboratories where validation, compliance, and complex sample profiling are key factors in mission-critical analyses.

Waters customers who continue to invest in Empower, MassLynx, and SDMS will be rewarded with increased productivity and capabilities now and even more when these products migrate to a UNIFI-based platform and when UNIFI applications are available for their specific needs.



### PHASE 3: ENTERPRISE

A global information management platform that advances science and improves business performance

- Scalable, open architecture allows for deployment throughout the global enterprise
- Integrates functionality of Waters Informatics portfolio including Empower, MassLynx and its Application Managers, NuGenesis SDMS, and SDMS Vision Publisher™
- Enables migration of Empower and MassLynx data and methods
- Broad support of legacy and third-party instrumentation
- Facilitates data management standardization to optimize business operations

### THE ULTIMATE SYSTEM FOR YOUR LAB'S FUTURE

As subsequent generations of UNIFI are released, its powerful capabilities will extend from a workstation, to a laboratory workgroup, and then to enterprise-scale deployments, so that organizations can realize tremendous scientific, financial, and productivity gains from their scientific data.



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# Waters

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January 2011 720003841EN TK-CP



## Waters Xevo G2-S QToF

Xevo® G2-S QToF incorporates StepWave™ ion optics for unsurpassed levels of durable sensitivity and proven quantitative time-of-flight (QuanToF™) technology to deliver superior UPLC®-compatible mass resolution, matrix-tolerant dynamic range, quantitative performance, mass accuracy, and speed of analysis – simultaneously.

Xevo G2-S QToF delivers not only conventional MS and MS/MS methods of data acquisition, it also has the ability to perform UPLC®/MS<sup>E</sup> to collect the maximum amount of data from a single analysis. UPLC/MS<sup>E</sup> datasets provide a comprehensive digital record of your sample. The system incorporates IntelliStart™ Technology, for automated system optimization and status monitoring, ensuring that the highest quality data is routinely available to all levels of operator.



### SYSTEM HARDWARE SPECIFICATIONS

API sources and ionization modes	<p>High performance ZSpray™ dual-orthogonal API sources:</p> <ol style="list-style-type: none"> <li>1) Multi mode source – ESI/APCI/ESCI® (optional) NB – Dedicated APCI requires an additional probe (optional)</li> <li>2) APCI IonSABRE II probe (optional)</li> <li>3) Dual mode APPI/APCI source (optional)</li> <li>4) nanoFlow ESI source (optional)</li> <li>5) ASAP ion probe (optional)</li> <li>6) APGC ion source (optional)</li> <li>7) TRIZAIC™ ion source (optional)</li> </ol> <p>Tool-free source exchange Vacuum isolation valve Tool free access to customer serviceable elements Plug and play probes De-clustering cone gas Software control of gas flows and heating elements</p>
Mass analyzer	<p>The instrument is equipped with a high resolution, high stability quadrupole analyzer (MS1), plus pre-filters to maximize resolution and transmission while preventing contamination. The instrument is also equipped with a high performance oaToF mass analyzer (MS2) with a mass range up to <math>m/z</math> 100,000 and a resolving power of &gt;32,500 FWHM.</p>
Collision cell	<p>T-Wave enabled for optimal MS/MS performance at high data acquisition rates; Software programmable collision energy control.</p>
Detector	<p>Ultra-fast electron multiplier and hybrid ADC detector electronics to provide outstanding sensitivity and quantitative performance.</p>
Vacuum system	<p>Differentially pumped, automated vacuum system comprising air-cooled turbomolecular pumps and one backing pump (either one rotary pump or one oil free pump). Vacuum read backs and system vent/pump cycles are digitally monitored and controlled, to provide total software control and ensure fail-safe operation in the event of power failure.</p>

Dimensions	Width: 69.2 cm (27.2 in.)
	Height: 152.0 cm (59.8 in.)
	Depth: 101.8 cm (40.1 in.)

Regulatory approvals	CE and NRTL
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## SYSTEM SOFTWARE SPECIFICATIONS

Software	Systems supported on MassLynx™ 4.1 or later, and on UNIFI Scientific Information System version 1.6 or later.
IntelliStart Technology	System parameter checking and alerts Integrated sample/calibrant delivery system + programmable divert valve Automated mass calibration LC/MS System Check – automated on-column performance test

## PERFORMANCE SPECIFICATIONS

Acquisition modes	MS scanning MS/MS product ion scanning UPLC/FastDDA (rapid, automated MS to MS/MS scan function switching): UPLC/MS <sup>E</sup> Ionization mode switching (ESCI) External contact start/stop/events Analogue channel acquisition via an e-SAT/IN module
Mass range	The TOF mass range is $m/z$ 20 to 100,000 The quadrupole mass range is $m/z$ 20 to 16,000 in non-resolving mode and $m/z$ 20 to 4,000 in resolving mode A high mass quadrupole option is available with a mass range up to $m/z$ 100,000 in non-resolving mode and $m/z$ 32,000 in resolving mode
Mass measurement accuracy	The mass measurement accuracy of the instrument, in resolution mode, will be better than 1 ppm RMS, based on 10 consecutive repeat measurements of the $[M + Na]^+$ ion of raffinose ( $m/z$ 527.1588), using a suitable choice of lock mass.
Dynamic range	The dynamic range, defined as the range of peak intensities that will give better than 3 ppm RMS for 10 sec of data, is at least four orders of magnitude when measured on the $m/z$ 556.2771 peak from leucine enkephalin. This can be increased with use of programmable dynamic range enhancement (pDRE) technology.
Mass resolution	Resolution Mode: >32,500 FWHM measured on the $(M + 6H)^{6+}$ isotope cluster from bovine insulin ( $m/z$ 956) at a data acquisition rate of 30 spectra per second.  Sensitivity Mode: >22,500 FWHM measured on the $(M + 6H)^{6+}$ isotope cluster from bovine insulin ( $m/z$ 956) at a data acquisition rate of 30 spectra per second.

MS sensitivity (ESI+)

The peak at  $m/z$  556 from a solution of 50 pg/ $\mu$ L leucine enkephalin in 50/50 acetonitrile/water + 0.1% formic acid, will have an intensity of greater than 6,400 counts per sec. The instrument will be tuned to >32,500 FWHM resolution (as demonstrated on bovine insulin) and the mass range will be set to  $m/z$  1200.

The peak at  $m/z$  556 from a solution of 50 pg/ $\mu$ L leucine enkephalin in 50/50 acetonitrile/water + 0.1% formic acid, will have an intensity of greater than 32,000 counts per sec. The instrument will be tuned to >22,500 FWHM resolution (as demonstrated on bovine insulin) and the mass range will be set to  $m/z$  1200.

MS sensitivity (ESI-)

The peak at  $m/z$  503 from a solution of 500 pg/ $\mu$ L raffinose in 70/30 acetonitrile/water (no additives), will have an intensity of greater than 7,200 counts per second. The instrument will be tuned to >32,500 FWHM resolution (as demonstrated on bovine insulin), and the mass range will be set to  $m/z$  1200.

The peak at  $m/z$  503 from a solution of 500 pg/ $\mu$ L raffinose in 70/30 acetonitrile/water (no additives), will have an intensity of greater than 36,000 counts per second. The instrument will be tuned to >22,500 FWHM resolution (as demonstrated on bovine insulin), and the mass range will be set to  $m/z$  1200.

MS/MS sensitivity

Using a [Glu<sup>1</sup>]-Fibrinopeptide B solution of 100 fmol/ $\mu$ L with the instrument tuned for 32,500 resolution (as demonstrated on bovine insulin), the intensity of the most intense  $y''$  sequence ion from the MS/MS spectrum of the doubly charged precursor ion (785.8 Da) will be greater than 500 counts per second.

It should be noted that the above are not standard installation specifications. All Xevo G2-S QToF instruments will be installed and tested in accordance with standard performance tests as detailed in the relevant Waters Installation Checklist document. Test criteria are routinely reviewed to ensure quality is maintained and are therefore subject to change without notice. See Site Preparation Guide and Product Release Notes for additional product and specification information.

Related Patents:

1. The traveling wave device described here is similar to that described by Kirchner in US Patent 5,206,506; 1993.
2. ZSpray (US Patent 5,756,994).
3. StepWave (Patent WO 2009/037483)

# Waters

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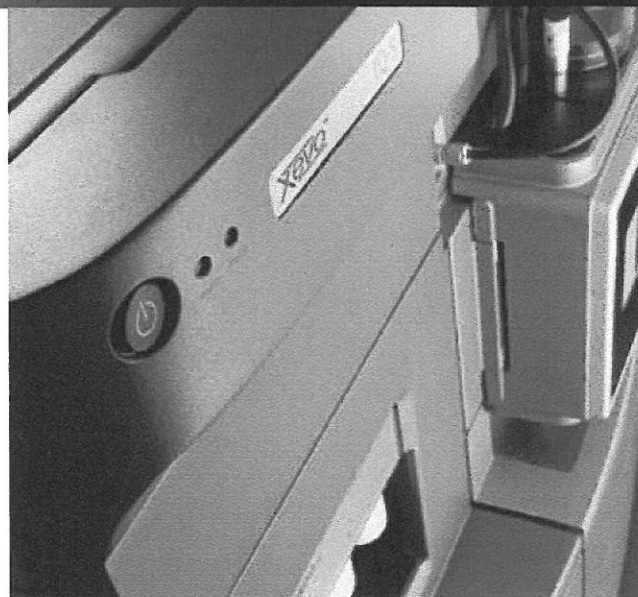
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May 2012 720004347EN AO-PDF

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## Waters Xevo TQ-S

Xevo™ TQ-S is an advanced benchtop tandem quadrupole mass spectrometer, designed to meet the needs of your most demanding quantitative LC/MS/MS applications. Xevo TQ-S features revolutionary off-axis StepWave™ ion transfer optics that dramatically increases the efficiency of ion transfer from the ion source to the quadrupole MS analyzer at the same time as actively eliminating undesirable neutral contaminants.

Xevo TQ-S also features ScanWave™ collision cell technology to provide the very best high-speed MRM, an enhanced product ion spectral acquisition capability and a valuable, information-rich acquisition mode known as RADAR™. The system incorporates IntelliStart™ Technology, for automated system optimization and status monitoring, ensuring that the highest quality data is routinely available to all levels of operator.



### SYSTEM HARDWARE SPECIFICATIONS

API sources and ionization modes	<p>High performance ZSpray™ dual-orthogonal API sources:</p> <ol style="list-style-type: none"> <li>1) Multi-mode source – ESI/APCI/ESCI® (standard) NB – Dedicated APCI requires an additional probe (optional)</li> <li>2) APCI IonSABRE II probe (optional)</li> <li>3) Dual mode APPI/APCI source (optional)</li> <li>4) nanoFlow ESI source (optional)</li> <li>5) ASAP (optional)</li> <li>6) APGC ion source (optional)</li> <li>7) TRIZAIC™ ion source (optional)</li> </ol> <p>Tool-free source exchange Vacuum isolation valve Tool-free access to user serviceable elements Plug-and-play probes De-clustering cone gas Software control of gas flows and heating elements</p>
Ion source transfer optics	<p>StepWave ion transfer optics (Waters patent pending) delivering class leading UPLC/MS/MS sensitivity. The unique off-axis design dramatically increases the efficiency of ion transfer from the ion source to the quadrupole MS analyser at the same time as actively eliminating undesirable neutral contaminants</p>
Mass analyzer	<p>Two high-resolution, high-stability quadrupole analyzers (MS1/MS2), plus pre-filters to maximize resolution and transmission while preventing contamination of the main analyzers</p>
Collision cell	<p>T-Wave enabled for optimal MS/MS performance at high data acquisition rates; ScanWave enabled for enhanced MS/MS spectral performance (product ion scanning); Software programmable gas control</p>
Detector	<p>Low-noise, off-axis, long-life photomultiplier detector; Digital dynamic range of <math>4 \times 10^6</math></p>

## [INSTRUMENT SPECIFICATIONS]

Vacuum system	Three air-cooled turbomolecular vacuum pumps; Two vacuum backing pumps
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Dimensions	Width: 61.0 cm (24.0 in.)
	Height: 70.7 cm (27.8 in.)
	Depth: 99.5 cm (39.0 in.)

Regulatory approvals	CE and NRTL
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## SYSTEM SOFTWARE SPECIFICATIONS

Software	Systems supported on MassLynx™ version 4.1 or later; OpenLynx™ and TargetLynx™ Application Managers are included as standard
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IntelliStart Technology	System parameter checks and alerts Integrated sample/calibrant delivery system + programmable divert valve Automated mass calibration Automated sample tuning Automated SIR and MRM method development UPLC/MS/MS System Check – automated on-column performance test
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Automated MRM scheduling (acquisition rate assignment)	Dwell time, inter-channel delay time and inter-scan delay time for individual channels in a Multiple MRM experiment can be automatically assigned (using the Auto-Dwell feature) to ensure that the optimal number of MRM data points per chromatographic peak are acquired. The Auto-Dwell feature dynamically optimizes MRM cycle times to accommodate retention time windows that overlap. This greatly simplifies MRM method creation, irrespective of the number of compounds in a single assay, while at the same time ensuring the very best quantitative performance for every experiment.
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Automated MRM scheduling (acquisition window assignment)	Multiple MRM experiments can be scheduled (manually or automatically using the Quanpedia database) using retention time windows to optimize the cycle time for each MRM channel monitored. If required, MRM retention time windows can overlap partially or completely, ensuring that MRM data acquisition rates will be optimal for the quantification of all analytes in a given assay
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## PERFORMANCE SPECIFICATIONS

Acquisition modes	Full scan MS Product ion scan (ScanWave enhanced) Precursor ion scan Constant neutral loss scan Selected ion recording (SIR) Multiple reaction monitoring (MRM)
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Survey scan modes	Full scan MS data acts as an automatic trigger for the collection of ScanWave-enhanced product ion spectra Precursor ion scan data acts as an automatic trigger for the collection of ScanWave-enhanced product ion spectra Constant neutral scan data acts as an automatic trigger for the collection of ScanWave-enhanced product ion spectra
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Product ion confirmation (PIC) mode	MRM data acts as an automatic trigger for the collection of ScanWave-enhanced product ion spectra
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RADAR	An information rich acquisition approach that allows you to collect highly specific quantitative data for target compounds while providing the ability to visualize all other components
Mass range	2 to 2048 m/z
Scan speed	Up to 10,000 Da/s Examples of achievable acquisition rates: 10 scans per second (m/z 50 to 1000) 20 scans per second (m/z 50 to 500)
Mass stability	Mass assignment will be within +/- 0.05 Da over a 24 hour period (the instrument must be operated in conformance with the laboratory environmental guidelines given in the Xevo TQ-S site preparation guide)
Linearity of response	The linearity of response relative to sample concentration, for a specified compound, is five orders of magnitude from the limit of detection
Polarity switching time	20 ms to switch between positive and negative ion modes
MS to MS/MS switching time	3 ms
ESCI mode switching time	20 ms to switch between ESI and APCI
MRM acquisition rate	Maximum acquisition rate of 250 MRM data points per second; Minimum dwell time of 1 ms per MRM channel; Minimum inter-channel delay of 3 ms
Inter-channel cross talk	The inter-channel cross talk between two MRM transitions, acquired using an MRM dwell time of 1 ms and an inter-channel delay time of 3 ms, is less than 0.01%
Number of MRM channels	Up to 16,384 MRM channels (512 functions, 32 channels per function) can be monitored in a single acquisition; up to 8,000 MRM channels when operating in GLP/secure mode (250 functions, 32 channels per function)
Mass resolution	Automatically adjusted (IntelliStart) to desired resolution; The valley between the m/z 2034.63 and m/z 2035.63 peaks is < 12% of the average height of the two peaks
MRM sensitivity (ESI+)	A 50 fg on-column injection of reserpine will give a chromatographic signal-to-noise greater than 300:1 (LC mobile phase flow rate of 0.8 mL/min, MRM transition m/z 609 > 195)
MRM sensitivity (ESI-)	A 1 pg on-column injection of chloramphenicol will give a chromatographic signal-to-noise greater than 3000:1 (LC mobile phase flow rate of 0.8 mL/min, MRM transition m/z 321 > 152)
MRM sensitivity (APCI+)	A 1 pg on-column injection of 17- $\alpha$ -hydroxyprogesterone will give a chromatographic signal-to-noise greater than 100:1 (LC mobile phase flow rate of 0.8 mL/min, MRM transition m/z 331 > 109)
MRM signal-to-noise definition	Signal is defined as the height of the chromatographic peak of interest and noise is defined as the RMS of a continuous section of the mass chromatogram

It should be noted that the above are not standard installation specifications. All Xevo TQ-S instruments will be installed and tested in accordance with standard performance tests as detailed in Waters document (715002460, Xevo TQ-S Installation Checklist). Performance specifications given in this document and installation test criteria are routinely reviewed to ensure quality is maintained and are therefore subject to change without notice. See Site Preparation Guide and Product Release Notes for additional product and specification information.



Related Patents:

1. The traveling wave device described here is similar to that described by Kirchner in US Patent 5,206,506; 1993.
2. ZSpray (US Patent 5,756,994).
3. ScanWave (Patents US7405401, WO2007125354, WO2007052025, WO200804710, WO2006129106).
4. StepWave (Patent WO 2009/037483 A2).

# Waters

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## **TOTAL ASSURANCE PLAN -TOTAL ASSURANCE WARRANTY FOR WATERS INSTRUMENTS**

### **STATEMENT OF COVERAGE**

For the coverage period and price set forth in the Quotation for Waters Instruments' Total Assurance Plan or Total Assurance Warranty, Waters Corporation shall provide the Customer with the maintenance services, repair services and other on-site and off-site services to keep Waters instruments performing in accordance with the operating specifications set forth in the applicable user documentation.

For each new Total Assurance Plan or Total Assurance Warranty, Customer will receive this Statement of Coverage, which details the materials, parts and services provided under the terms of the Plan. For so long as Waters offers coverage, the Total Assurance Plan is renewable for successive one-year periods at the charges and on the terms in effect at the time of renewal. For so long as Waters offers coverage, the Total Assurance Warranty is renewable for successive one-year periods as a Total Assurance Plan at the charges and on the terms in effect at the time of renewal.

In connection with each renewal, Waters will provide the Customer with any modified plan terms.

#### **Service Availability**

During the coverage period, Waters will provide scheduled maintenance service where required and available, as well as any additional repair and maintenance services required for the listed instruments including optional components installed within the instrument(s).

Priority service response will be accorded to Total Assurance Plan or Total Assurance Warranty Customers when required. (Scheduling of services and resources will take precedence over non-plan customers.) Service is provided during normal business hours (9:00 AM – 5:00 PM, Monday – Friday). Service is not available when Waters offices are closed in observance of legal holidays.

Service will be delivered at Waters option in one of three ways:

1. A service representative will be dispatched to the Customer's site.
2. The instrument will be serviced at an off-site Waters repair facility.
3. Replacement parts with appropriate installation instructions will be shipped to the Customer.

Service provided under the Plan does not ensure uninterrupted operation of the Customer's systems or instruments contained therein.

#### **Materials, Parts and Services Provided**

Performance Maintenance will be provided at a mutually agreed upon time, during which Performance Maintenance (PM) Kits (where available) will be installed. These PM Kits contain the general maintenance parts (subject to changes related to product improvements) listed below:

##### **Solvent Management Systems/Pumps**

- Plunger Replacement
- Plunger Seal Replacement
- Check Valve Replacement/Rebuilding
- Solvent Filter(s) Replacement
- Draw Off and Reference Valve Rebuilding

##### **Sample Management Systems Auto-Injectors and Injectors**

- Seal Pack and Needle Rebuilding or Replacement
- Fluid Pack Rebuilding or Assembly Replacement
- Fluid Pack Syringe Replacement
- Manual Injector Rebuild Kit Installed

##### **Non-Mass Spectrometry Detectors**

- Source Lamps
- Lens/Window replacement as required

##### **Mass Spectrometry Systems**

- Vacuum Pump Maintenance Parts
- System Cleaning Materials
- Fan Filters, Valve Rebuild Kits, 'O' Rings

##### **Other**

- Check installed firmware versions and update as necessary during the Performance Maintenance visit. (Where applicable)
- Review error log or trace log during the Performance Maintenance visit. (Where applicable)

In the event of heavy use or internal operating practices, additional scheduled Performance Maintenance visits are available as an extra-charge option for the Total Assurance Plans, Total Assurance Warranty.

The Plan includes all parts and service labor required for the repair of non-functioning instrumentation including the supply (and installation if not Customer installable) of additional maintenance parts as required. The supply and installation of parts as required to maintain the level of performance required to meet Waters Compliance/Qualification testing requirements will be provided (if Qualification Services Option is purchased with the Total Assurance Plan or Total Assurance Warranty ).

## [ STATEMENT OF COVERAGE ]

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### **Telephone Technical Support**

During the coverage period, the Customer shall receive priority telephone technical support from the applicable Waters office during such office's normal business hours.

### **Instrument Upgrades**

During the coverage period, as Waters releases instrument performance upgrades for the instruments covered under Total Assurance Plan, Total Assurance Warranty, the customer may purchase the upgrade at a discount. Connections INSIGHT.

During the coverage period, Waters remote diagnostics service, Connections INSIGHT (where available) is included in the Total Assurance Plan, Total Assurance Warranty at no additional charge.

### **Waters Educational Services Courses**

Total Assurance Plan or Total Assurance Warranty Customers are entitled to receive discounts on Waters Educational Services

### **Coverage Exclusions**

Total Assurance Plan or Total Assurance Warranty does not include the supply or installation of the following:

#### *A. Operating Supplies*

The Customer is responsible for purchasing and installing operating supplies without any on-site assistance of a Waters Field Service Engineer.

The following is a list (but not inclusive to) operating supplies and consumables not covered by any Total Assurance Plan, Total Assurance Warranty:

- Solvents, Mobile phase
- Columns, Column Packings
- Calibration standards
- Glassware, Sample vials and holders, Priming syringes
- Reagents, Sample and Solvent Filters, Printer Cartridges and Toner, Integrator and Printer Paper, Computer Diskettes, CDs, Tapes

#### *B. Installation of Customer Installable Maintenance Parts and Operating Supplies*

Only during a Performance Maintenance Visit will Waters Field Service Engineer install Customer- installable normal wear and maintenance parts. [Normal wear and maintenance parts are defined as parts and components in all Performance Maintenance Kits.]

The following is a list (but not inclusive) of normal wear and maintenance parts that are considered to be Customer-installable only:

- Pump plunger seals
- Pump check valve cartridges
- Injector syringes
- Filters
- Fuses
- Absorbance detector source lamps
- MS detector sample cones, Probe capillaries and fittings, 'O'rings
- Vacuum pump oil, filters and seals
- Tubing and tubing connectors

#### *Columns*

#### *C. Non-Waters System Components*

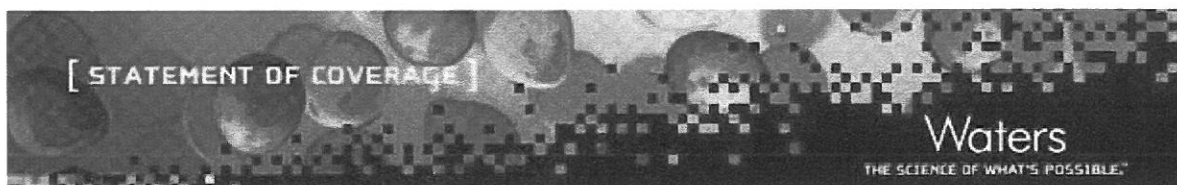
Total Assurance Plan or Total Assurance Warranty does not include service coverage for non-Waters instruments and accessories that are connected to the Waters instrumentation covered by the Plan or Warranty. It is the Customer's responsibility to obtain service coverage for such components from the original equipment manufacturer.

The following is a list (but not inclusive) of non-Waters system accessories and instruments.

- Computers and computer peripherals
- Non-Waters detectors
- MS system water chillers

Waters shall be under no obligation to provide repair and maintenance service under the Total Assurance Plan or Total Assurance Warranty if (i) the instrument has been modified without the prior approval of Waters, (ii) the instrument has been worked on or serviced by person(s) not certified by Waters, (iii) the instrument contains parts other than Waters Quality Parts, for maintenance or repair, or (iv) the instrument is contaminated with radiological, chemical or biological hazards.

The Total Assurance Plan or Total Assurance Warranty does not include any service or supply of material (s) that may be occasioned by (i) the Customer's failure to continuously provide a suitable operating environment, (ii) the Customer's failure to follow Waters' installation, operation or maintenance instructions, (iii) Customer abuse, misuse or neglect or (iv) use of a Customer generated calibration/performance verification/qualification procedure. Waters Corporation has no responsibility or liability for failure to deliver services during the plan coverage period due to (i) the lack of a Customer request for such services or (ii) the Customer not providing adequate time or access to the equipment.

**Limited Warranty**

Waters warrants to the Customer that the services performed under the Total Assurance Plan or Total Assurance Warranty will be of a quality conforming to generally accepted industry standards and practices and that its personnel performing services under this Plan shall have appropriate skills. Except as set forth herein, WATERS MAKES, AND THE CUSTOMER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS PLAN OR THE PROVISION OF SERVICES THEREUNDER, AND WATERS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole obligation of Waters shall be to repair or replace any Waters non-conforming product or part during the term specified in the Plans. This warranty shall not be deemed to have failed of its essential purpose as long as Waters is willing and able to repair or replace any Waters nonconforming product or part covered by the plan selected by the customer. In the event that an instrument covered by a service plan cannot be repaired, Waters reserves the right to provide to the customer: (a) Prorated refund or credit of the purchase price, or (b) Prorated credit towards the purchase of a replacement instrument.

**Disclaimer and Limitation of Liability**

IN NO EVENT WILL WATERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF PROFITS, REVENUE, DATA, INFORMATION, OR USE, EVEN IF WATERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WATERS HAVE ANY LIABILITY FOR ANY CLAIM OF ANY THIRD PARTY. Waters' total liability to the Customer for damages, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the charges the Customer paid to Waters for the Total Assurance Plan or Total Assurance Warranty, during the period when the cause of action arose.