



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

Solicitation

NUMBER
CME15037

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

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

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
06/26/2014

BID OPENING DATE: 07/23/2014 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 GAS CHROMATOGRAPH/EXTRACTOR MASS SELECTIVE DETECTOR SYSTEM, INCLUDING ACCESSORIES, SOFTWARE, LIBRARIES, SETUP AND INSTALLATION, TRANSFER OF "IN-HOUSE" MASS SPECTRAL LIBRARY DATA, ON-SITE TRAINING, AND SUPPORT, MAINTENANCE AND WARRANTY, PER THE ATTACHED DOCUMENTATION.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. CME15037 SPECIFICATIONS, INCLUDING PRICING PAGES 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. VENDOR PREFERENCE CERTIFICATE 						
0001	1	EA	493-99		\$127,705	\$87,583.25
<p>INGRATED GAS CHROMATOGRAPH/MASS SELECTIVE DETECTOR SYSTEM, AGILENT TECHNOLOGIES 7890B/5977A GAS CHROMATOGRAPH/MASS SELECTIVE DETECTOR SYSTEM OR EQUAL</p>						
<p>07/22/14 09:51:49AM West Virginia Purchasing Division</p>						

SIGNATURE <i>Heather J</i>	TELEPHONE 410-381-1227	DATE 7/17/14
TITLE Senior Field Sales Engineer	FEIN 52-1035956	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BOB KILPATRICK 304-558-0067

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TYPE NAME/ADDRESS HERE

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

VENDOR

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 BUREAU FOR PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
 619 VIRGINIA STREET, WEST
 CHARLESTON, WV
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	1	YR		952-85	Included	Included
TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:						
YEAR 1						
0003	1	YR		952-85	Included	Included
TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:						
YEAR 2						
0004	1	YR		952-85	\$9,060	\$8,063.40
TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:						
YEAR 3						
0005	1	EA		962-46	\$9,060	\$8,063.40
INTEGRATED GAS CHROMATOGRAPH/MASS SELECTIVE DETECTOR						
SYSTEM SET UP AND INSTALLATION AT 619 VIRGINIA STREET, WEST, CHARLESTON, WEST VIRGINIA.						

SIGNATURE <i>Walter</i>	TELEPHONE 410-381-1227	DATE 7/17/14
TITLE Senior Field Sales Engineer	FEIN 52-1035956	ADDRESS CHANGES TO BE NOTED ABOVE

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BOB KILPATRICK 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

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

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	1	EA		493-99	Included	Included
TRANSFER OF CURRENT IN-HOUSE .L DATA BASE LAYOUT						
FROM AGILENT 5973 SYSTEM TO NEW INGRATED GAS CHROMATOGRAPHIC/MASS SELECTIVE DETECTOR SYSTEM.						
0007	1	EA		924-35	Included	Included
ONSITE, ONE DAY INTEGRATED GAS CHROMATOGRAPH/MASS						
SELECTIVE DETECTOR SYSTEM ACCESSORIES, SOFTWARE, AND LIBRARIES TRAINING AT 619 VIRGINIA STREET, WEST, CHARLESTON, WEST VIRGINIA. VENDOR WILL BE RESPONSIBLE FOR ALL COST INCURRED FOR ITS STAFF TO ATTEND THE TRAINING SESSION; INCLUDING TRAVEL EXPENSES, LODGING AND MEALS.						
***** THIS IS THE END OF RFQ CME15037 *****						TOTAL: \$103,710.05

SIGNATURE <i>Heath</i>	TELEPHONE 410-381-1227	DATE 7/17/14
TITLE Senior Field Sales Engineer	FEIN 52-1035956	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: Wednesday, July 9, 2014 by 5:00pm

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.: CME15037
 BID OPENING DATE: 07/23/2014
 BID OPENING TIME: 1:30pm EST
 FAX NUMBER: 304-558-3970

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, July 23, 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to **THREE (3)** successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed **36** months in total. 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.

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.

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 heath, 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.

REQUEST FOR QUOTATION
CME15037 – INTEGRATED GAS CHROMATOGRAPH/MASS SELECTIVE
DETECTOR SYSEM

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 Gas Chromatograph/Mass Selective Detector System, including accessories, software, and libraries; telephone support, onsite maintenance, and warranty; set up and installation; transfer of current in-house data base; 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 Gas Chromatograph/Mass Selective Detector System; telephone support, onsite maintenance, and warranty; set up and installation; transfer of current in-house data base; and onsite training described in Sections 3.1 through 3.5 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 either included on the last page of 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 CME15037.
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 – Integrated Gas Chromatograph/Mass Selective Detector System, Agilent Technologies 7890B/5977A Gas Chromatograph/Mass Selective Detector System, or Equal.**
 - 3.1.1.1 Integrated Gas Chromatograph/Mass Selective Detector System must be an Agilent Technologies 7890B/5977A Gas Chromatograph/Mass Selective Detector System, or equal. If alternate integrated Gas Chromatograph/Mass Selective Detector:

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- 3.1.1.2 Integrated Gas Chromatograph/Mass Selective Detector System must have a high performance turbo pump – 260 L/sec or greater.
- 3.1.1.3 Integrated Gas Chromatograph/Mass Selective Detector System must include an extractor EI (electron impact) source or equal.
- 3.1.1.4 Integrated Gas Chromatograph/Mass Selective Detector System must have a CI (chemical ionization source (both negative and positive)).
- 3.1.1.5 Integrated Gas Chromatograph/Mass Selective Detector System must have an ion gauge kit – to monitor vacuum and use in leak detection.
- 3.1.1.6 Integrated Gas Chromatograph/Mass Selective Detector System must have a mass spectrometer communication with Gas Chromatograph to stop carrier flow (helium or hydrogen) if mass spectrometer shuts down.
- 3.1.1.7 Integrated Gas Chromatograph/Mass Selective Detector System must have an ion source must be fully inert (not just coated) to reduce analyte degradation due to active sites.
- 3.1.1.8 Integrated Gas Chromatograph/Mass Selective Detector System must allow synchronous SIM/Scan at rates of at least 12,500 u/sec.
- 3.1.1.9 Integrated Gas Chromatograph/Mass Selective Detector System must have mass axis stability that is greater than 0.10 u over 48 hours.
- 3.1.1.10 Integrated Gas Chromatograph/Mass Selective Detector System must have signal to noise ratio of 1500:1 on a 1 ul manual injection of 1 pg/uL Octafluoronaphthalene (OFN) standard, scan from 50-300 amu measuring nominal m/z 272 ion, helium carrier gas.
- 3.1.1.11 Integrated Gas Chromatograph/Mass Selective Detector System must have 10 fg or less detected in SIM mode, helium carrier gas, monitoring ion 272 u, using auto injector.
- 3.1.1.12 Integrated Gas Chromatograph/Mass Selective Detector System must have a mass range 1.6 – 1050 u or greater.
- 3.1.1.13 Due to limited bench space, Gas Chromatograph/Mass Selective (instrument only) shall not exceed 36 inches in width.

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DETECTOR SYSEM

- 3.1.1.14** Integrated Gas Chromatograph/Mass Selective Detector System must have a mass spec shall run on standard 120VAC, 50/60 Hz power (no 220V power available) and be compatible with hydrogen carrier gas.
- 3.1.1.15** Integrated Gas Chromatograph/Mass Selective Detector System must have sleep/wake mode or equal to conserve power and carrier gas.
- 3.1.1.16** Integrated Gas Chromatograph/Mass Selective Detector System must have a source that will allow heating to at least 300°C to help reduce maintenance and cleaning frequency.
- 3.1.1.17** Integrated Gas Chromatograph/Mass Selective Detector System Quadrupole must allow heating to at least 200°C to help reduce maintenance and cleaning.
- 3.1.1.18** Integrated Gas Chromatograph/Mass Selective Detector System must have 100 psi split/splitless capillary injector.
- 3.1.1.19** Integrated Gas Chromatograph/Mass Selective Detector System must have back flush capabilities (vent large endogenous compounds to waste) or equal to reduce run time and detector contamination.
- 3.1.1.20** Integrated Gas Chromatograph/Mass Selective Detector System must have the ability to adjust carrier flow to make compound retention times reproducible from column to column (retention time locking or equal; based on user specified compound).
- 3.1.1.21** Integrated Gas Chromatograph/Mass Selective Detector System must have auto injector and tray. Tray must hold a minimum of 150 samples. Injector must be capable of preloading next sample before previous run is completed.
- 3.1.1.22** Gas Chromatograph must be compatible with helium or hydrogen as carrier gas and incorporate safety shut down protocols if leaks are detected.
- 3.1.1.23** Gas Chromatograph must have a column identical to column used in producing toxicology library specified below (software section) installed at check out.

REQUEST FOR QUOTATION
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- 3.1.1.24 Integrated Gas Chromatograph/Mass Selective Detector System must have an oven temperature range – ambient +5°C to 350°C.
- 3.1.1.25 Integrated Gas Chromatograph/Mass Selective Detector System must have 20 oven ramps with minimum of 21 plateaus.
- 3.1.1.26 Integrated Gas Chromatograph/Mass Selective Detector System must have an oven that shall run on standard 120VAC, 50/60 Hz power (no 220V power available at installation site).
- 3.1.1.27 Chromatography software – integrated data acquisition and analysis. Must have complete control of both Gas Chromatograph and mass spec from computer using bi-directional LAN communications.
- 3.1.1.28 Integrated Gas Chromatograph/Mass Selective Detector System must include Wiley 10th edition/NIST 2011 MS libraries (combined) plus NIST search and AMDIS applications or equal.
- 3.1.1.29 Integrated Gas Chromatograph/Mass Selective Detector System must include a forensic toxicology drug/metabolite library containing at least 725 entries with retention time. Toxicology library must allow the easy addition of new drugs.
- 3.1.1.30 Integrated Gas Chromatograph/Mass Selective Detector System must have a program/method which searches mass spectral data which have been deconvoluted using AMDIS/NIST algorithms against the toxicology library plus uses retention time data to give presumptive matches. This program/method must be supplied on CD ROM with demo data files and report formats and be overlaid/incorporated within the data analysis software.
- 3.1.2 Contract Item #2 – Quantity 3 Years (initial year plus two renewal years) – Telephone Support, Onsite Maintenance, and Warranty.**
- 3.1.2.1 Vendor shall provide telephone support during Vendor’s normal business hours; onsite maintenance; and hardware and software warranty for three years from date of installation for entire Gas Chromatograph/Mass Selective Detector System including all accessories, software, and libraries described in Section 3.1.1.

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3.1.3 Contract Item #3 – Quantity: 1 Lump Sum – Integrated Gas Chromatograph/Mass Selective Detector System Set Up and Installation.

3.1.3.1 Vendor shall set up and install Integrated Gas Chromatograph/Mass Selective Detector System, including all accessories, software, and libraries described in Section 3.1.1 at Agency location at 619 Virginia Street, West, Charleston, West Virginia.

3.1.4 Contract Item #4 – Quantity: 1 Lump Sum – Transfer of Current In-House .L Data Base Layout from Agilent 5973 System to New Integrated Gas Chromatograph/Mass Selective Detector System.

3.1.4.1 Vendor shall transfer Agency's "in house mass spectral library" (.L format) from the Agilent 5973 Gas Chromatograph/Mass Selective Detector system currently being used to the new integrated chromatograph/mass selective detector system.

3.1.5 Contract Item #5 – Quantity: 1 Lump Sum – System, Accessories, Software, and Libraries Training.

3.1.5.1 Vendor shall provide Agency one, 1-day onsite training on usage of Integrated Gas Chromatograph/Mass Selective Detector System, accessories, software, and libraries described in Section 3.1.1. Training will take place at 619 Virginia Street, West, Charleston, West Virginia. 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 the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Initial contract award will be only for the equipment described under Contract item 3.1.1; setup and installation described under contract item 3.1.3; transfer of current in-house .L data base layout described under contract item 3.1.4; and training described under contract item 3.1.5; and

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ONLY Year 1 of the telephone support, onsite maintenance, and warranty described under contract item 3.1.2. Year 2 telephone 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 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.

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 Item 3.1.1; provide setup and installation as described under Contract Item 3.1.3; provide transfer of current in-house .L data base layout services as described under Contract Item 3.1.4; provide training as described under Contract Item 3.1.5; and provide the initial Year 1 telephone support, onsite maintenance, and warranty as described under Contract Item 3.1.2 immediately after being awarded this Contract and receiving a purchase order, and by **NO LATER THAN AUGUST 31, 2014**. Year 2 telephone 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.

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

7.3.4 Failure to remedy deficient performance upon request.

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

7.4.1 Immediate cancellation of the Contract.

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

7.4.3 Any other remedies available in law or equity.

**EXHIBIT A
CME15037 - PRICING PAGE**

CONTRACT ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
3.1.1	Integrated Gas Chromatograph/Mass Selective Detector System, Agilent Technologies 7890B/5977A Gas Chromatograph/Mass Selective Detector System, or Equal.	1 Each	\$127,705	\$87,583.25
3.1.2	Telephone Support, Onsite Maintenance, and Warranty:			
	Year 1	1 Each	Included	Included
	Year 2	1 Each	\$9,060	\$8,063.40
	Year 3	1 Each	\$9,060	\$8,063.40
3.1.3	Integrated Gas Chromatograph/Mass Selective Detector System Set Up and Installation at 619 Virginia Street, West, Charleston, West Virginia.	1 Each	Included	Included
3.1.4	Transfer of Current In-House .L Data Base Layout from Agilent 5973 System to new Integrated Gas Chromatograph/Mass Selective Detector System	1 Each	Included	Included
3.1.5	Onsite, one-day Integrated Gas Chromatograph/Mass Selective Detector System, Accessories, Software, and Libraries Training at 619 Virginia Street, West, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff to attend the training session; including travel expenses, lodging, and meals.	One, 1-day Session	Included	Included
GRAND TOTAL:				\$103,710.05

Contract shall be awarded to the Vendor that provides the Contract Item meeting the required specifications for the lowest overall total cost.

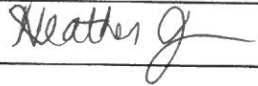
Vendor shall ship equipment as described under Contract Item 3.1.1; provide setup and installation as described under Contract Item 3.1.3; provide transfer of current in-house .L data base layout services as described under Contract Item 3.1.4; provide training as

described under Contract Item 3.1.5; and provide the initial Year 1 telephone support, onsite maintenance, and warranty as described under Contract Item 3.1.2 immediately after being awarded this Contract and receiving a purchase order, AND BY NO LATER THAN AUGUST 31, 2014. Year 2 telephone 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 Item shall be delivered to Agency at 619 Virginia Street, West, Charleston, West Virginia 25302.

VENDOR SECTION:

Vendor Name:	Shimadzu Scientific Instruments Inc.
Physical Address:	7102 Riverwood Drive Columbia, MD 21046
Remit to Address:	Box 200511 Pittsburgh, PA 15251-0511
Telephone:	800-477-1227
Fax:	410-290-9140
Email:	HLJuzwa@Shimadzu.com
Vendor Representative (print name):	Heather Juzwa

Signature: 	Date: 7/18/14
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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.

Shimadzu Scientific Instruments Inc.
(Company)

Heather J
(Authorized Signature) Heather Juzwa

Senior Field Sales Engineer
(Representative Name, Title)

800-388-6996 X 1673 410-290-9140
(Phone Number) (Fax Number)

7/18/14
(Date)

RFQ No. CME15037

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: Shimadzu Scientific Instruments, Inc

Authorized Signature: *Heather J* Date: 7/18/14

State of Maryland

County of Howard, to-wit:

Taken, subscribed, and sworn to before me this 18 day of July, 2014.

My Commission expires March 14, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC

Jackie Puscarone
Purchasing Affidavit (Revised 07/01/2012)

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: Shimadzu Scientific Instruments, Inc.

Signed: _____

Date: 7/18/14

Title: Senior Field Sales Engineer

July 18, 2014

Mr. Bob Kilpatrick
State of West Virginia
PO Box 50130
Charleston, WV 25305
Re: CME15073 Gas Chromatograph/Extractor Mass Selective Detector

Dear Mr. Kilpatrick,

I am writing in response to your Solicitation CME15073. Shimadzu is bidding its GCMS-QP2010 Ultra. Please note that Shimadzu has thrown in a spare ion source and 1 year consumables kit at no charge to the state.

In reading this proposal in its entirety, it should become obvious that Shimadzu offers a lower cost of ownership and more instrument for your investment. Thank you for taking the time to read this proposal and supporting materials in its entirety.

Shimadzu's GCMS instruments are proudly manufactured in the USA. While other manufacturers are outsourcing manufacturing overseas, Shimadzu is growing in square footage and headcount at its manufacturing center in Canby, Oregon.

**3.1.1.2 Integrated Gas Chromatograph/Mass Selective Detector System
must have a high performance turbo pump – 260 L/sec or greater.**

EXCEEDS: Shimadzu's GCMS-QP2010 Ultra instrument has a dual-inlet turbo molecular pump with 179 L/second + 185 L/second (He) pumping capacity. In a differentially pumped system, the mass analyzer is pumped separately from the source, increasing a mean free path in the analyzer. This is of particular importance in chemical ionization, where gases are being introduced in the source.

Please note that this powerful turbo molecular pump can handle up to column flows of 15 mL/minute (He)! While this is not practical for a single column, Shimadzu offers a high throughput option called the Twin Line MS Kit. You can add a second injection port and a two-hole ferrule and run two columns into the MS to maximize uptime or run polar and non-polar compounds without breaking vacuum.

**3.1.1.3 Integrated Gas Chromatograph/Mass Selective Detector System
must include an extractor EI (electron impact) source or equal.**

MEETS: Shimadzu's GCMS-QP-2010 Ultra has an Electron Impact (EI) source.

**3.1.1.4 Integrated Gas Chromatograph/Mass Selective Detector System
must have a CI (chemical ionization source (both negative and positive)).**

MEETS: Shimadzu's GCMS-QP2010 Ultra has separate sources for EI, NCI and PCI so that each source is optimized for maximum sensitivity. In addition, the mass spectrometer has unique, individual tuning modes for each ionization type. The NCI source may be used in EI or PCI mode with only a small loss of sensitivity.

3.1.1.5 Integrated Gas Chromatograph/Mass Selective Detector System
must have an ion gauge kit – to monitor vacuum and use in leak detection.

MEETS: Shimadzu's GCMS-QP-2010 Ultra includes an ion gauge kit to monitor vacuum and leak detection.

3.1.1.6 Integrated Gas Chromatograph/Mass Selective Detector System
must have a mass spectrometer communication with Gas Chromatograph to stop carrier flow (helium or hydrogen) if mass spectrometer shuts down.

MEETS: Shimadzu's GCMS-QP-2010 Ultra has full communication to stop the carrier flow in the event the mass spectrometer shuts down.

3.1.1.7 Integrated Gas Chromatograph/Mass Selective Detector System
must have an ion source must be fully inert (not just coated) to reduce analyte degradation due to active sites.

EXCEPTION: This salient characteristic is essentially a sole source specification which could be construed as an attempt at a directive verdict towards a specific manufacture, Agilent. This is a specification provided from Agilent and is necessary because of their inadequate design. Shimadzu's source has never had activity issues. In fact, until the release of the 5973, no GCMS had activity issues inside the source. Agilent had to modify their source to be inert, but this does not occur with other manufacturer's instruments as their sources are inherently inert by design.

Furthermore, the Shimadzu GCMS-QP2010 Ultra has pre-rods to minimize contamination of the quadrupole, thus maintaining stability and sensitivity.

3.1.1.8 Integrated Gas Chromatograph/Mass Selective Detector System
must allow synchronous SIM/Scan at rates of at least 12,500 u/sec.

EXCEEDS: Shimadzu's GCMS-QP2010 Ultra can scan at 20,000 amu/sec *without losing sensitivity*. Other vendors quote 12,500 amu/sec with the caveat that resolution and sensitivity are lost. Shimadzu's Advanced Scanning Speed Protocol (ASSP) feature automatically optimizes the rod bias voltage during ultra-high speed data acquisition, thereby minimizing the drop in sensitivity that would otherwise occur above 10,000 u/sec. The high-speed electronics that drive the ASSP feature are patented, and unique to the Shimadzu GCMS products.

3.1.1.9 Integrated Gas Chromatograph/Mass Selective Detector System
must have mass axis stability that is greater than 0.10 u over 48 hours.

MEETS: Shimadzu's GCMS-QP-2010 Ultra has an Electron Impact (EI) source.

3.1.1.10 Integrated Gas Chromatograph/Mass Selective Detector System must have signal to noise ratio of 1500:1 on a 1 μ l manual injection of 1 pg/ μ L Octafluoronaphthalene (OFN) standard, scan from 50-300 amu measuring nominal m/z 272 ion, helium carrier gas.

MEETS: Shimadzu's GCMS-QP-2010Ultra has a S:N of 1500:1 for 1 pg/ μ L OFN at m/z 272.

3.1.1.11 Integrated Gas Chromatograph/Mass Selective Detector System must have 10 fg or less detected in SIM mode, helium carrier gas, monitoring ion 272 u, using auto injector.

MEETS: Shimadzu's GCMS-QP2010 Ultra has on-column femtogram sensitivity and declares RSD < 3.4% and IDL < 10 fg based on repeatability of 8 injections of OFN.

3.1.1.12 Integrated Gas Chromatograph/Mass Selective Detector System must have a mass range 1.6 – 1050 u or greater.

EXCEEDS: Shimadzu's GCMS-QP2010 Ultra has a mass range of 1.5 – 1090 amu.

3.1.1.13 Due to limited bench space, Gas Chromatograph/Mass Selective (instrument only) shall not exceed 36 inches in width.

EXCEEDS: Shimadzu's GCMS-QP2010 Ultra is 35" wide, so it can fit on the bench.

3.1.1.14 Integrated Gas Chromatograph/Mass Selective Detector System must have a mass spec shall run on standard 120VAC, 50/60 Hz power (no 220V power available) and be compatible with hydrogen carrier gas.

MEETS: Shimadzu's GCMS-QP-2010 Ultra runs on standard 120VAC 50/60 Hz power and it is compatible with H₂ carrier gas out of the box.

3.1.1.15 Integrated Gas Chromatograph/Mass Selective Detector System must have sleep/wake mode or equal to conserve power and carrier gas.

EXCEEDS: In addition to sleep/wake up modes, Shimadzu's GCMS-QP2010 Ultra includes an Eco mode, which reduces power consumption by 36% and a 30% reduction in CO₂ factory emissions. The Eco mode also reduces helium consumption in stand-by mode without requiring temporarily switching the carrier gas to nitrogen, as required by Agilent.

3.1.1.16 Integrated Gas Chromatograph/Mass Selective Detector System must have a source that will allow heating to at least 300°C to help reduce maintenance and cleaning frequency.

MEETS: Shimadzu's GCMS-QP-2010 Ultra allows heating up to 300 °C.

3.1.1.17 Integrated Gas Chromatograph/Mass Selective Detector System Quadrupole must allow heating to at least 200°C to help reduce maintenance and cleaning.

EXCEPTION: This salient characteristic is essentially a sole source specification which could be construed as an attempt at a directive verdict towards a specific manufacture, Agilent. This is a specification provided from Agilent and is necessary because of Agilent's unusual design. Because Agilent's quadrupole is made of quartz, it absorbs and retains water. Heating is critical for their design to remove this absorbed water. Virtually all other vendor instruments, including the Shimadzu GCMS-QP2010 Ultra have solid metal quadrupoles. Because solid metal does not absorb the water, heating is unnecessary.

3.1.1.18 Integrated Gas Chromatograph/Mass Selective Detector System must have 100 psi split/splitless capillary injector.

EXCEEDS: Shimadzu's GCMS-QP2010 Ultra can go up to 140 psi.

3.1.1.19 Integrated Gas Chromatograph/Mass Selective Detector System must have back flush capabilities (vent large endogenous compounds to waste) or equal to reduce run time and detector contamination.

MEETS: Shimadzu's GCMS-QP-2010 Ultra proposal includes a backflush kit.

3.1.1.20 Integrated Gas Chromatograph/Mass Selective Detector System must have the ability to adjust carrier flow to make compound retention times reproducible from column to column (retention time locking or equal; based on user specified compound).

EXCEEDS: Shimadzu's GCMS-QP2010 Ultra uses the AART (Automatic Adjustment of Retention Time) Function, which is based on the fundamental scientific principle of Retention Indices, which is a much more effective and efficient method for updating retention times. The AART function uses Constant linear velocity mode, which is the most fundamental operational mode used in capillary chromatography, and is patented for use only by Shimadzu. All other operational modes are derivative of the linear velocity principle. It can be used to keep retention times constant when the carrier gas is changed (e.g. changing from helium to hydrogen). It will also keep peaks from shifting by maintaining a constant head pressure, regardless of changing temperatures.

Retention time locking is Agilent's 20 year old technology and only corrects the retention time based on a single point on the time axis so that correction accuracy diminishes with

increasing distance from the correction point. Additionally, the analysis conditions/methods change after the correction of retention time locking, because it changes the inlet pressure. That requires revision of SOP's. Shimadzu's approach, called AART (Automatic Adjustment of Retention Times), corrects the retention time at multiple points corresponding to index components of n-alkanes and functions accurately regardless of inlet pressure and temperature. Plus, it covers the entire chromatogram and not one point and does not change the analysis conditions, so users need not change their SOP's.

3.1.1.21 Integrated Gas Chromatograph/Mass Selective Detector System must have auto injector and tray. Tray must hold a minimum of 150 samples. Injector must be capable of preloading next sample before previous run is completed.

EXCEPTION: This salient characteristic is essentially a sole source specification which could be construed as an attempt at a directive verdict towards a specific manufacture, Agilent. Shimadzu's AOC-20i/s has 150 samples. The true bottleneck in throughput stems from the oven cooling time. Filling the syringe saves no more than a few seconds, but a fast cooling oven is where throughput is really achieved. Shimadzu's GCMS-QP2010 Ultra oven has dual fans and can thus cool from 450°-50° in 3.4 minutes, compared to 4 minutes. Therefore, the time savings of the faster cooling oven saves substantially more than the 40 seconds or less needed fill the syringe.

3.1.1.22 Gas Chromatograph must be compatible with helium or hydrogen as carrier gas and incorporate safety shut down protocols if leaks are detected.

MEETS: Out of the box, Shimadzu's GCMS-QP-2010 Ultra is compatible with Helium and Hydrogen carrier and has shutdown protocols if leaks are detected.

3.1.1.23 Gas Chromatograph must have a column identical to column used in producing toxicology library specified below (software section) installed at check out.

MEETS: No column is ever specified in the bid, but Shimadzu will provide one capillary chromatography column of the desired phase and dimensions.

3.1.1.24 Integrated Gas Chromatograph/Mass Selective Detector System must have an oven temperature range – ambient +5°C to 350°C.

EXCEEDS: Shimadzu's GCMS-QP2010 Ultra has a temperature range from ambient ±4°C to 450°C.

3.1.1.25 Integrated Gas Chromatograph/Mass Selective Detector System must have 20 oven ramps with minimum of 21 plateaus.

MEETS: Shimadzu's GCMS-QP2010Ultra can do up to 20 temperature ramps with a minimum of 21 plateaus.

3.1.1.26 Integrated Gas Chromatograph/Mass Selective Detector System must have an oven that shall run on standard 120VAC, 50/60 Hz power (no 220V power available at installation site).

MEETS: Shimadzu's GCMS-QP2010 Ultra runs on standard 120VAC 50/60 Hz power.

3.1.1.27 Chromatography software – integrated data acquisition and analysis. Must have complete control of both Gas Chromatograph and mass spec from computer using bi-directional LAN communications.

EXCEPTION: This salient characteristic is essentially a sole source specification which could be construed as an attempt at a directive verdict towards a specific manufacture, Agilent. This is a specification is necessary because of their design. Shimadzu's GCMS-QP2010 Ultra has USB control instead of LAN, but the outcome of bi-directional communication is the same.

3.1.1.28 Integrated Gas Chromatograph/Mass Selective Detector System must include Wiley 10th edition/NIST 2011 MS libraries (combined) plus NIST search and AMDIS applications or equal.

MEETS: Shimadzu has included both NIST and Wiley libraries. The NIST library includes AMDIS.

3.1.1.29 Integrated Gas Chromatograph/Mass Selective Detector System must include a forensic toxicology drug/metabolite library containing at least 725 entries with retention time. Toxicology library must allow the easy addition of new drugs.

EXCEEDS: This specification is very vague, but Shimadzu has included the common Maurer, Pflieger, Weber, GCMS Library of Drugs, Poisons, and Pesticides, which has over 9,000 compounds, including novel therapeutics, designer drugs, herbal drugs, AIDS therapeutics, and 5,200 metabolites. All substances are classified according to their toxicological categories.

In addition to the Maurer, Pflieger, and Weber library, Shimadzu has included an additional Forensics Toxicology Database which includes 16 method files for analysis, quantitation, and reporting of 218 drugs of abuse, 182 psychotropic drugs, 66 general drugs, 36 pesticides, and their TMS and TFA derivatives. The database also includes a library of 1,011 mass spectra with CAS, molecular formula, molecular weight, retention indices, and structural formula. Semi-quantitative estimates of compound concentrations can be determined using the relative response factors included in the method files.

Understanding the rigorous needs of the forensic laboratory and the emerging designer drug abuse, Shimadzu has included a Designer Drug GCMS Mass Spectral Library. It contains 19,037 mass spectral records categorized as either designer or medicinal drugs, chemical warfare agents, or explosives. It contains over 8,500 compounds that are not covered in the Wiley Registry or NIST 2011.

3.1.1.30 Integrated Gas Chromatograph/Mass Selective Detector System must have a program/method which searches mass spectral data which have been deconvoluted using AMDIS/NIST algorithms against the toxicology library plus uses retention time data to give presumptive matches. This program/method must be supplied on CD ROM with demo data files and report formats and be overlaid/incorporated within the data analysis software.

MEETS: AMDIS is provided on a CD-ROM with the Shimadzu GCMS-QP-2010 Ultra.

3.1.2 Contract Item #2 – Quantity 3 Years (initial year plus two renewal years) – Telephone Support, Onsite Maintenance, and Warranty.

3.1.2.1 Vendor shall provide telephone support during Vendor's normal business hours; onsite maintenance; and hardware and software warranty for three years from date of installation for entire Gas Chromatograph/Mass Selective Detector System including all accessories, software, and libraries described in Section 3.1.1.

EXCEEDS: Shimadzu's instruments include free telephone technical support, regardless of service contract coverage. Shimadzu's Extended Warranty Plus includes both the Premium PM and Extended Warranty. Customers will receive one (1) Premium PM per calendar year as well as the replacement of any mechanical, electrical or electromechanical parts due to hardware failure. Turbomolecular and rough pumps are included.

3.1.3 Contract Item #3 – Quantity: 1 Lump Sum – Integrated Gas Chromatograph/Mass Selective Detector System Set Up and Installation.

3.1.3.1 Vendor shall set up and install Integrated Gas Chromatograph/Mass Selective Detector System, including all accessories, software, and libraries described in Section 3.1.1 at Agency location at 619 Virginia Street, West, Charleston, West Virginia.

MEETS: All purchases from Shimadzu include onsite installation and training.

3.1.4 Contract Item #4 – Quantity: 1 Lump Sum – Transfer of Current In-House .L Data Base Layout from Agilent 5973 System to New Integrated Gas Chromatograph/Mass Selective Detector System.

3.1.4.1 Vendor shall transfer Agency's "in house mass spectral library" (.L format) from the Agilent 5973 Gas Chromatograph/Mass Selective Detector system currently being used to the new integrated chromatograph/mass selective detector system.

MEETS: With the use of Mass Transfer, libraries can easily be converted between manufactures and formats.

3.1.5 Contract Item #5 – Quantity: 1 Lump Sum – System, Accessories, Software, and Libraries Training.

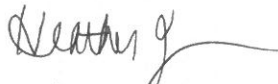
3.1.5.1 Vendor shall provide Agency one, 1-day onsite training on usage of Integrated Gas Chromatograph/Mass Selective Detector System, accessories, software, and libraries described in Section 3.1.1. Training will take place at 619 Virginia Street, West, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff to attend the training session; including travel expenses, lodging, and meals.

EXCEEDS: Shimadzu's approach to training is unique in the industry. Of course, we will provide a 1-day onsite training session to Agency staff. However, if future refresher trainings are needed or if new agency staff will become users, Shimadzu will return for onsite training for no charge. The State of WV will also receive a certificate to come to a training class of their choosing in our training center in Columbia, MD.

Shimadzu meets or exceeds all specifications and will be able to perform the application as well or better than the Agilent and at a lower cost of ownership. Though the software is not ChemStation or MassHunter, when scientists view Shimadzu's GCMS Solutions software without bias, they are often pleasantly surprised and glad to have taken the leap of faith to a supplier more in touch with what users need to be successful.

Thank you again for reviewing this proposal. I am happy to answer any questions.

Regards,



Heather Juzwa
Senior Field Sales Engineer



QUOTATION

Number: SSI-70597-5S66 Rev. 0

QUOTE DESCRIPTION:

CME15073 Gas Chromatograph/Mass Selective Detector.
Inside Delivery freight charge will be no more than \$400.

Mr. Bob Kilpatrick
State of West Virginia
2019 Washington Street East
PO Box 50130
Charleston, WV 25305
Phone: (304) 558-0067
Fax:
E-mail: Robert.P.Kilpatrick@wv.gov

Effective Date	4/28/2014	Proposed Ship Date	30 Days/ARO
Expiration Date	9/30/2014	FOB	DESTINATION
Ship Method	BEST WAY	Shipping Terms	PREPAID & ADD
Inco Terms			

PLEASE SEE ATTACHED TERMS AND CONDITIONS

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

Salesperson:	Heather Juzwa	MAT Regional Office
Phone:	(800) 388-6996 Ext. 1673	7102 Riverwood Drive
E-mail:	hljuzwa@SHIMADZU.com	Columbia, MD 21046-2502

ADDITIONAL INFORMATION:

THANK YOU FOR YOUR INTEREST IN SHIMADZU SCIENTIFIC INSTRUMENTS

Authorization Signature

Date: 7/18/2014

For Order Placement:

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

Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
1. Primary					
1.1	220-94920-22	GCMS-QP2010 ULTRA NCI, INDUSTRY PACKAGE.	1	\$97,999.00	\$64,365.00
GCMS-QP2010 Ultra NCI Industry Package, 110V					
The GCMS-QP2010 Ultra NCI Industry Package includes the GCMS-QP2010 Ultra with EI, CI, and NCI ion sources, an upgraded Edwards RV3 rotary pump, a Dell Workstation computer and 22-inch flat-panel monitor, GCMSolutions software (most recent version), a tool kit, and all necessary installation hardware. Also included are the AOC-20i Auto Injector for liquid samples with power supply and mounting hardware, the AOC-20s Auto Sampler with 150-position sample tray, and the most recent version of the NIST Mass Spectral library. A spare EI ion source and a 1-year consumables kit are included in the package, and are listed separately on the quote. The package includes installation and checkout, and a 1-year warranty.					
1.2	220-94900-10	GCMS 1-Year Consumables Kit	1	\$1,545.00	\$0.00
GCMS 1-Year Consumables Kit for GCMS-TQ8030, GCMS-QP2010 Ultra, and GCMS-QP2010 SE					
The GCMS 1-Year Consumables Kit includes a supply of the most common consumables necessary to maintain a GCMS system for approximately one year. The kit includes injection port inners, septa, O-rings, column ferrules and nuts, 2 ceramic insulators for the MS source, and 2 filaments					
1.3	220-94860-01	Spare EI Ion Source for GCMS-TQ8030, GCMS-QP2010 Ultra, and GCMS-QP2010 Plus	1	\$1,236.00	\$0.00
Ion source assembly for GCMS-QP2010 Plus, GCMS-QP2010 Ultra, GCMS-TQ8030, and GCMS-TQ8040. Includes ion box, repeller assembly, 2 filaments, and the ion source jig (source removal tool).					
1.4	221-72484-92	GC-2010 CAPILLARY BACKFLUSH PACKAGE	1	\$3,605.00	\$3,064.25
Backflush Kit for capillary columns in a GC-2010, GC 2014 or QP-2010 Instrument					
The column backflush system enables gas chromatographers to improve analytical results, save analysis time and cut maintenance costs by eluting unwanted high boiling compounds that would otherwise contaminate the GC column and detector. The hardware package contains a capillary, low volume 4 way tee and one, three channel advanced flow controller. A backflush transfer line is included. This hardware is controlled by a software module that fully integrates into GC and GCMSolutions, allowing the user to set-up and operate the backflush system.					
1.5	221-47748-41	EXHAUST DUCT GC-2010 PLUS	1	\$80.00	\$0.00
1.6	220-94756-00	Wiley GCMS Mass Spectral Library	1	\$7,313.00	\$6,216.05
The Wiley 10th Registry of Mass Spectral Library.					
WILEY GCMS MASS SPECTRAL LIBRARY Applications include pathology, forensics, quality assurance, border control, research and development, commercial deformation, food safety, food quality, environmental science, and anywhere an unknown compound must be identified or a known compound must be confirmed.					
The 10th edition of the Wiley Registry is the largest ever:					
<ul style="list-style-type: none"> •719,000 mass spectra •565,000 searchable structures •68,000 replicate spectra •592,000 compounds 					
1.7	220-94760-00	Maurer, Pflieger, Weber, GCMS Library of Drugs, Poisons, and Pesticides	1	\$5,977.00	\$5,080.45
The Maurer, Pflieger, Weber Library of Drugs, Poisons, Pesticides, Pollutants and their Metabolites 2011					
Maurer, Pflieger, Weber (MPW) Library of Drugs, Poisons, Pesticides, Pollutants and their Metabolites 2011 is the world's most comprehensive reference for scientists wishing to keep pace with recent developments in clinical and forensic toxicology. The MPW Library, Edition 2011, consists of 9000 compounds, including novel therapeutics, designer drugs, herbal drugs, AIDS therapeutics, and 5,200 metabolites. All substances are classified according to their toxicological categories.					
Information within the library includes compound names, chemical structure, molecular mass, retention index, CAS registry number, and major pharmacological category.					
1.8	220-94761-00	Designer Drug GCMS Mass Spectral Library	1	\$5,253.00	\$4,465.05

Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
The Designer Drugs 2013 Library					
DESIGNER DRUG GCMS MASS SPECTRAL LIBRARY Based on Dr. Peter Rosner's decades of professional experience, this unique data collection is tailor-made for criminal and forensic investigators. It contains 19,037 mass spectral records categorized as either designer or medicinal drugs, chemical warfare agents, or explosives. It contains over 8,500 compounds that are not covered in the Wiley Registry or NIST 2011.					
1.9	225-13131-92	Forensic Toxicology GCMS Library	1	\$4,697.00	\$3,992.45
GCMS Forensic Toxicology Database for GCMS-QP2010 Ultra					
The GCMS Forensic Toxicology Database for GCMS-QP2010 Ultra includes 16 method files for analysis, quantitation, and reporting of 218 drugs of abuse, 182 psychotropic drugs, 66 general drugs, 36 pesticides, and their TMS and TFA derivatives. The database also includes a library of 1,011 mass spectra with CAS, molecular formula, molecular weight, retention indices, and structural formula. Semi-quantitative estimates of compound concentrations can be determined using the relative response factors included in the method files.					
1.10	220-94867-00	FREE GC Column with Consultation from Phenomenex	1	\$0.00	\$0.00
Free Phenomenex GC column with GC or GCMS system purchase. Phenomenex will provide a phone consultation about the specific application and send a free column based on the application requirements and objectives. NOTE: THIS COLUMN SHIPS DIRECTLY FROM PHENOMENEX.					
Offer available for a limited time only and cannot be combined with any other discounts or promotional items. Complimentary columns shall include all non-custom Zebron products with 15-30 m lengths with standard part numbers.					
1.11	I&F	INSTALLATION AND CUSTOMER FAMILIARIZATION	1	\$0.00	\$0.00
1.12	1YW	1 YEAR WARRANTY	1	\$0.00	\$0.00
1.13	EXT-WARRANTY-PLUS	Extended Warranty Plus Premium PM service Agreement	2	\$9,060.00	\$16,126.80
A combination of one scheduled Premium PM visit and Extended Warranty Coverage. Premium Preventative Maintenance visits will be scheduled by SSI at the mutual convenience of the customer and SSI, or performed during any other service visit. Premium PM visits, when performed under this Agreement, will include necessary cleaning, adjustments, verification, lubrication and parts replacement. Labor, travel expenses and selected consumables parts* (list of parts available upon customer request) will be included during the Premium PM visit at no additional cost to the customer. The extended Warranty Includes all labor and parts (excluding consumables outside of PM) necessary to restore the products to operating specifications. A travel zone charge is added to the contract to cover travel costs. In the event of a covered product failure, SSI will use its best effort to provide on-demand service.					

NOTE: Taxes are not included in the quoted amount. If your organization is recognized as Tax Exempt, your Tax Exempt certificate must accompany your purchase order.
Thank You

Total List Price	\$145,825.00
Total Line Item Discounts	\$42,514.95
Subtotal	\$103,310.05
Estimated Freight Amount	\$400.00
Total Amount	\$103,710.05

Service Agreement Plans Available

Years of Coverage: 1

Discount: 11.00%

Note: Discount is given if service plan is purchased at time of instrument sale. Discount is reflected in price(s) below.

As Quoted:

Plan Name	Plan Cost	Line Items Included
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Descriptions:**Preventative Maintenance**

Preventative Maintenance (PM) visits will be scheduled by SSI at the mutual convenience of the buyer and SSI, or performed during any other service visit. PM visits, when provided under this Agreement, may include necessary cleaning, adjustments, verification, lubrication and parts replacement according to the PM checklist. Labor, travel expenses, and selected consumable parts will be included during the PM visit at no additional cost to the buyer.

Premium Preventative Maintenance

Premium Preventative Maintenance visits will be scheduled by SSI at the mutual convenience of the customer and SSI, or performed during any other service visit. This Premium PM will be performed by SSI according to established SSI procedures. Premium PM visits, when performed under this Agreement, will include necessary cleaning, adjustments, verification, lubrication and parts replacement. Labor, travel expenses and selected consumables parts* (list of parts available upon customer request) will be included during the Premium PM visit at no additional cost to the customer. A travel zone fee is added to the agreement to cover travel costs. Purchase of the Premium PM option does not excuse Customer from performing normal daily, weekly or monthly maintenance that may be required.

Extended Warranty

Extended Warranty coverage includes all labor and parts (excluding consumables) necessary to restore the products to operating specifications.

This coverage level is not available for MS products and the associated turbo and roughing pumps. The MS products require a coverage level which includes a Premium PM.

Extended Warranty Plus

A combination of one scheduled Premium PM visit and Extended Warranty Coverage. Premium Preventative Maintenance visits will be scheduled by SSI at the mutual convenience of the customer and SSI, or performed during any other service visit. Premium PM visits, when performed under this Agreement, will include necessary cleaning, adjustments, verification, lubrication and parts replacement. Labor, travel expenses and selected consumables parts* (list of parts available upon customer request) will be included during the Premium PM visit at no additional cost to the customer. The extended Warranty Includes all labor and parts (excluding consumables outside of PM) necessary to restore the products to operating specifications. A travel zone charge is added to the contract to cover travel costs. In the event of a covered product failure, SSI will use its best effort to provide on-demand service.

Premium Total Coverage

This level of agreement provides the customer with a level of coverage includes all labor and non-consumable parts, a Premium PM visit, and in addition provides for the replacement of consumable parts outside of a PM visit at no additional cost to the buyer. Use of this level of Service will be monitored by SSI and in the event that the buyer's use does not exceed two visits during the effective dates of the agreement, the buyer will be entitled to an agreed upon rebate at the end of the agreement term. This rebate must be applied to the purchase of future service agreements or other services offered by SSI.

Shimadzu Scientific Instruments, Inc. - GENERAL TERMS AND CONDITIONS OF SALE

Shimadzu Scientific Instruments, Inc. - GENERAL TERMS AND CONDITIONS OF SALE

SALES AGREEMENT

The sales agreement ("Sales Agreement"), as referenced hereinbelow, shall mean and refer to these General Terms and Conditions of Sale ("General Terms and Conditions of Sale"), together with such other documents concerning the purchase of equipment and/or Products designed and/or manufactured by Shimadzu Scientific Instruments, Inc. ("Products"), which documents have been or will be executed by and between Shimadzu Scientific Instruments, Inc. ("SSI") and the individual or entity identified therein as the purchaser of said Products ("Buyer"). The documents that comprise the Sales Agreement may include, but are not limited to: these General Terms and Conditions of Sale; price quote provided by SSI; purchase order issued by Buyer as modified and accepted by SSI; bill of sale for Products; bill of lading issued for the shipment of Products; and product invoice. All Products shall be for research use only and not for use in the diagnosis of disease or other conditions, including a determination of the state of health, in order to cure, mitigate, treat or prevent disease or its sequelae ("Diagnostic Purposes").

PRICES

The prices set forth in the Sales Agreement:

(i) are SSI's domestic prices based upon manufacture of the quality and type of Product(s) ordered for shipment to and end use within the United States and Canada only - all Products shipped for end use outside the United States and Canada shall be subject to SSI's international pricing; (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality a re-caused or requested by Buyer; and (iii) unless otherwise specified, do not include warranty service or installation outside the United States and Canada. Errors in Product pricing or related terms by SSI which may, in SSI's sole discretion, be deemed clerical errors are subject to correction by SSI at any time.

SPECIFICATIONS

Weights and dimensions set forth in Product related sales literature ("Sales Literature") are not guaranteed unless previously certified in writing. SSI may, without affecting the obligations under the Sales Agreement, make what SSI regards in its sole discretion as minor changes to the specifications of the Product or Products delivered under the Sales Agreement from those contained in Sales Literature.

TERMS OF PRODUCT USE

Buyer represents and warrants that the Products have not been purchased for Diagnostic Purposes and that the Buyer will not at any time use the Products for Diagnostic Purposes. The Buyer acknowledges that use of the Product for Diagnostic

Purposes is cause for Termination of this Agreement, as set forth in the "Contingencies; Force Majeure" section below.

TERMS OF PAYMENT

Subject to credit approval by SSI, terms of payment on the Sales Agreement are net thirty (30) days from date of the invoice unless otherwise specifically stated on the invoice. Invoices are payable at par on date due at any place of collection designated by SSI in funds bankable at par. Payment made beyond terms will be subject to simple interest of 1 -1/2% per month on the outstanding balance. All orders are accepted and SSI's obligation to make deliveries are subject to SSI's right to either: (i) require Buyer to make payment of all or any part of the purchase price in advance of delivery of Product(s), or (ii) make shipment of Product(s) to Buyer payable C.O.D.

If Buyer fails to make advance payment when requested to do so by SSI or if Buyer is or becomes delinquent in the payment of any sum of any kind due SSI or refuses to accept C.O.D. shipments (whether or not arising out of the Sales Agreement), then SSI shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel the Sales Agreement, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for Products and services previously delivered to or performed for Buyer. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Buyer must notify SSI within fifteen (15) days from the invoice date if Buyer has not received the Product(s).

REPOSSESSION

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

SECURITY INTEREST

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

SHIPMENTS

(i) The cost of packaging for domestic shipments is included in the quoted price unless otherwise provided. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense. (ii) For shipments to and from places within the United States, all shipments, unless otherwise agreed in writing, shall be FOB point of shipment and title and risk of loss or damage shall pass to Buyer at the point of shipment. The cost of transportation and insurance (if requested by Buyer) shall be borne by Buyer. (iii) For shipments from the United States to ports and or places outside the United States all shipments are, unless otherwise agreed in writing, FOB Columbia, MD. SSI's obligation to affect shipment of the Products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title and all risk of loss or damage shall pass to Buyer when the Products are made available for shipment to a carrier at the designated FOB location. If shipped FOB Destination, upon arrival Buyer shall be entitled to conduct a reasonable investigation of the Products purchased by it, but all claims for losses due to loss or damage to Products while in transit shall be waived unless made immediately in writing by Buyer to SSI, but not more than (30) thirty days after arrival. If Buyer shall fail or refuse to accept delivery of any of the Products for unverifiable claims for loss or damage to Products occurring while in transit, all sums paid on deposit shall be retained by SSI as liquidated damages, provided, however, that SSI may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages. (iv) All claims for damage or loss of insured shipments shall be immediately communicated, when possible, to SSI at Shimadzu Scientific Instruments, Inc. 7102 Riverwood Drive, Columbia, Maryland 21046-2502 Attn: Customer Service Phone: (410) 381-1227.

Buyer shall immediately notify delivering carrier of loss or damage to the shipment and SSI will cooperate with Buyer in the adjustment of all claims. Buyer agrees to permit SSI or SSI's representative to inspect damaged Products.

TERMINATION

Upon any termination or cancellation of the Sales Agreement by Buyer (if otherwise specifically permitted by the terms of the Sales Agreement), either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by SSI. At SSI's sole discretion, the termination charge shall be not less than twenty percent (20%) of the total amount of the Sales Agreement.

RETURNED PRODUCTS

All returns must be pre-authorized by SSI and a Return Goods Authorization ("RGA") number must appear on the face of the package. Returned Products will be subject to a restocking charge. If deemed appropriate at SSI's sole discretion, the restocking charge shall be not less than twenty percent (20%) of the total amount of the Sales Agreement.

ALLOCATION OF PRODUCTS

If SSI is unable for any reason to supply the total demands for Products specified in Buyer's order, SSI may allocate its viable supply among any or all buyers, including Buyer, on such basis as SSI may deem fair and practical, without liability for any failure of performance which may result therefrom.

DELIVERY

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

TAXES AND OTHER CHARGES

All taxes on Products, goods and/or services sold under the Sales Agreement, including but not limited to federal, state and local excise, sales or use taxes, shall be borne solely by Buyer. Buyer shall be obligated to pay all taxes set forth on invoices, in accordance with the terms of payment, provided that SSI shall not invoice taxes when within 30 days of placing the order, Buyer has furnished SSI with written proof of exemption from tax in the form of a certificate of exemption or an equivalent document which Buyer represents and warrants is properly completed and validly executed. If, notwithstanding the foregoing, any taxing authority attempts to assess taxes, Buyer shall indemnify and hold harmless SSI from any loss, damage, claim or cause of action, including, but not limited to, tax, interest, penalties and professional fees, related to such attempted assessment and shall make payment to SSI for any such costs paid by SSI and invoiced to Buyer in accordance with the terms of payment.

PATENTS

SSI shall defend any suit or proceeding brought against Buyer so far as based upon an assertion that any Product furnished under the Sales Agreement constitutes a direct infringement of any United States patent having a claim of claims covering solely the Product itself, if notified promptly in writing and given authority, information and assistance (at SSI's expense) for the defense of same, and SSI shall pay all damages and costs awarded therein against Buyer. In the event said Product in such suit is held to constitute infringement and the use of said Product is enjoined, SSI shall, at its own option and at its own expense, either:

(i) procure for Buyer the right to continue using said Product, (ii) replace the same with a non-infringing Product, (iii) modify it so it becomes non-infringing, or (iv) remove said Product and refund the purchase price and transportation costs thereof. The foregoing obligations of SSI shall not apply to any infringement claim based upon: (i) any use of any Product sold hereunder in any process or in conjunction with any other product, (ii) any Product manufactured to Buyer's design or any Product having a design arising from SSI's compliance with Buyer's specifications; or (iii) use of any Product sold hereunder, if the Product has been modified or customized by Buyer.

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

WARRANTY

Subject to the exceptions and upon the conditions stated below, SSI warrants that the Products sold under the Sales Agreement shall be free from defects in workmanship and materials for one year after shipment of the Products to the original Buyer by SSI (the "Warranty"), and if any such Products should prove to be defective within such one year period, SSI's sole liability (and Buyer's sole and exclusive remedy) shall be, at its option, either (i) to correct by repair or, at SSI election, by replacement with equivalent product any such defective Product, provided that investigation and factory inspection discloses that such defect developed under normal and proper use, or (ii) to refund the purchase price. The exceptions and conditions mentioned above are as follows: (i) Components or accessories manufactured by SSI which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by SSI. A complete list of such components and accessories is maintained at the factory; (ii) SSI makes no warranty with respect to components or accessories not manufactured by it, in the event of defect in any such component or accessory SSI will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty; (iii) any Product claimed to be defective must, if required by SSI, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the Product is found to be defective, in which case SSI will pay all transportation charges; (iv) if the Product is a reagent or the like, it is warranted only to conform to the quantity and content and for the period (but not in excess of one year) stated on the label at the time of delivery; (v) SSI may from time to time produce a special printed warranty with respect to a certain Product, and where applicable, such warranty shall be deemed incorporated herein by reference; (vi) SSI shall be released from all obligations under all warranties, whether expressed or implied, if any Product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of SSI; and (vii) SSI's obligations pursuant to all warranties, either express or implied, shall be expressly conditioned upon payment in full by Buyer for the Products covered by the warranties. In the event of non-payment, whether for the entire purchase price or a part thereof, SSI shall be released from all obligations under all warranties, either express or implied.

IT IS EXPRESSLY AGREED THAT THIS WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OR WARRANTY OF ANY NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS AND MERCHANTABILITY, AND THAT NEITHER BUYER NOR SSI SHALL HAVE ANY LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, LOSS OF PRODUCTIVITY, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF PLANT, EQUIPMENT OR PRODUCTION. THE LIMITATION OF LIABILITY FOR SUCH DAMAGES SHALL BE APPLICABLE EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THE SALES AGREEMENT.

If an SSI Special Warranty (covering a designated item or items) is contained in the manual or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement the foregoing warranty. In the event of a conflict between the terms and conditions specified herein and those specified in such Special Warranty, the terms and conditions specified herein shall control. SSI's warranties made in connection with this sale shall not be effective if SSI has determined, in its sole discretion, that Buyer has misused the Products in any manner, has failed to use the Products in accordance with industry standards and practices, or has failed to use the Products in accordance with instructions, if any, furnished by SSI.

Representations and warranties made by any person, including dealers and representatives of SSI, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon SSI unless expressly assumed in a writing that is approved and signed by an authorized officer of SSI. By signing the Sales Agreement, the Buyer specifically acknowledges that no representations or warranties were made by any person, including dealers and representatives of SSI, that the Product may be used for Diagnostic Purposes.

CONTINGENCIES; FORCE MAJEURE

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

U.S. GOVERNMENT CONTRACTS

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

INDEMNIFICATION: Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the Products. SSI makes no promise or representation that the Products or related services will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of SSI. SSI's Products are not for use in or with any nuclear facility unless specifically so stated by SSI in writing. SSI's Products are not for use for Diagnostic Purposes. SSI shall not be responsible for any losses or damages sustained by Buyer or any other person as a result of improper installation or misapplication of the Products. Buyer shall defend, indemnify and hold harmless SSI and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the Products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, SSI, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

CONFIDENTIAL INFORMATION

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other it reasonably knows to be confidential.

FDA REQUIREMENTS

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

COMPLIANCE WITH LAWS

Buyer agrees to comply fully with all federal, state, county and local laws, rules and regulations concerning the purchase, sale and use of Products. Without limiting the foregoing, Buyer agrees to comply with any the Export Administration Regulations; Federal Food, Drug & Cosmetics Act; the International Traffic In Arms Regulations of the United States; and the Foreign Corrupt Practices Act of the United States in so far as they apply to the sale of Products. To the extent the Products require license for export, the Products are licensed by the United States for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion may be prohibited by law.

APPLICABLE LAW, JURISDICTION VENUE

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

GENERAL PROVISIONS

The rights and obligations under these General Terms and Conditions of Sale will inure to the benefit of, and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns. No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under these General Terms and Conditions of Sale. SSI and Buyer are not, and will not be, joint venturers, partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision. If any of the terms of these General Terms and Conditions of Sale or the Sales Agreement are subsequently or are now illegal, they will be severed without affecting the remaining terms. The section headings are for reference only and will not be considered controlling as to the content and/or interpretation of any section.

ENTIRE AGREEMENT

These General Terms and Conditions of Sale, together with the Sales Agreement, and any attachments, exhibits and supplements specifically referred to in the Sales Agreement, are intended by the parties as a complete and exclusive statement of the terms of their agreement, and supersede all prior agreements, written or oral. No course of prior dealings between the parties and no usage of the trade may be used by Buyer to supplement or explain any term used herein.

END GENERAL TERMS AND CONDITIONS OF SALE

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

SSI-70597-5S66 Rev. 0

Authorization Signature

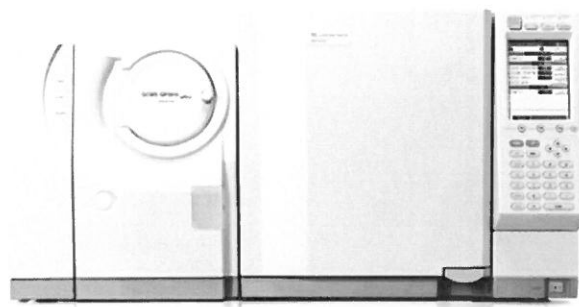


Date: 7/18/2014

Specification Sheet

GCMS-QP2010 *Ultra*

Gas Chromatograph Mass Spectrometer



The Shimadzu single quadrupole GCMS-QP2010 offers the highest performance in its class.

The GCMS-QP2010 Ultra utilizes patented Advanced Scanning Speed Protocol (ASSP™) technology, allowing high-speed scanning at 20,000 u/second without sensitivity loss or spectral distortion, and is ideally suited for fast-GC/MS and Comprehensive GC/MS (GC × GC/MS). The precision-designed quadrupole mass filter is able to obtain accurate mass assignments across the entire mass range, and is equipped with a pre-filter to reduce the influence of contamination on the main filter. The front-access ion source simplifies and streamlines routine maintenance tasks.

Gas Chromatograph

Model	GC-2010 Plus	Injection Port Temperature	Ambient to 450 °C
Oven Temperature	Ambient + 4 to 450 °C 230 VAC model has rapid heating rate compatible with fast GCMS	AFC Pressure Range	0 to 970 kPa

Mass Spectrometer

GCMS Interface

Type	Direct connection with capillary column
Temperature	50 to 350 °C

Ion Source

Type	Front access for easy maintenance
Ionization	EI (standard) EI, PCI, NCI (option)
Temperature	140 to 300 °C
Filament	Dual, automatic switching
Electron Energy	10 to 200 eV
Emission Current	5 to 250 μA

Vacuum System

Main Pump	Dual inlet turbo molecular pump 179 L/second + 185 L/second (He)
Fore Pump	Oil rotary pump, 30 L/minute (60 Hz)
Column Flow	15 mL/minute (He)

Mass Analyzer and Detector

Mass Analyzer	Metal quadrupole mass filter with pre-rods
Mass Range	<i>m/z</i> 1.5 to 1090
Mass Resolution	0.5 to 2.0 u (FWHM)
High-speed Scan Control	ASSP™: Advanced Scanning Speed Protocol
Scan Rate	20,000 u/second
Minimum Measurement Interval	0.01 sec Maximum of 100 scans/second
Detector	Secondary electron multiplier with patented Overdrive Lens and conversion dynode 8 × 10 ⁶ dynamic range

DI Probe (Option)

Temperature	Room temperature to 500 °C
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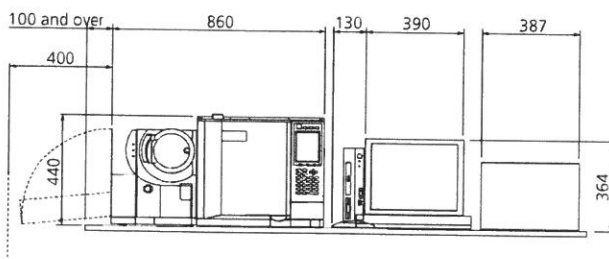
Software

GCMsSolution Version 4

Operation Modes	Scan, SIM, Scan/SIM
SIM Channels	64 channels × 128 groups
Method Wizards	COAST: Creation of Automatic SIM Table AART : Automatic Adjustment of Retention Time
Library Search	Similarity search, similarity search with retention index, index search
Tuning	Automated tuning for all ionization modes (EI, PCI, and NCI)
MS Libraries (Option)	NIST, Wiley, Pesticide Library, Drug Library, FFNSC Library (Flavor and Fragrance), Metabolite Database
Report	Templates for all standard report formats. Fully editable for custom reports.
Insert Replacement	Easy sTop
Energy and Gas Saving	Ecology Mode
Maintenance	MSNAVIGATOR for guided maintenance operations

Physical Requirements

Power	Frequency 50/60 Hz GC: 1800 VA (115 VAC), *2600 VA (230 VAC) MS: 1000 VA (100-230 VAC)
Environment	Constant temperature 18 to 28 °C Humidity 40 to 70% (no condensation)
Weight	GC-MS : 75 kg Rotary pump: 10 kg



Demonstration of Performance

Demonstration of Performance can be confirmed at installation upon request.**

Helium carrier gas

EI Scan Sensitivity	1 pg OFN <i>m/z</i> 272	S/N ≥ 1500:1
EI SIM Precision	100 fg OFN <i>m/z</i> 272, n = 8	RSD ≤ 3.4% IDL ≤ 10 fg

Hydrogen carrier gas

EI Scan Sensitivity	1 pg OFN <i>m/z</i> 272	S/N ≥ 300:1
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Installation Checkout Criteria

The following values will be confirmed during installation and validation.

Helium carrier gas

EI Scan Sensitivity	1 pg OFN <i>m/z</i> 272	S/N ≥ 500:1
PCI Scan Sensitivity	100 pg BZP <i>m/z</i> 183	S/N ≥ 500:1
NCI Scan Sensitivity	100 fg OFN <i>m/z</i> 272	S/N ≥ 500:1

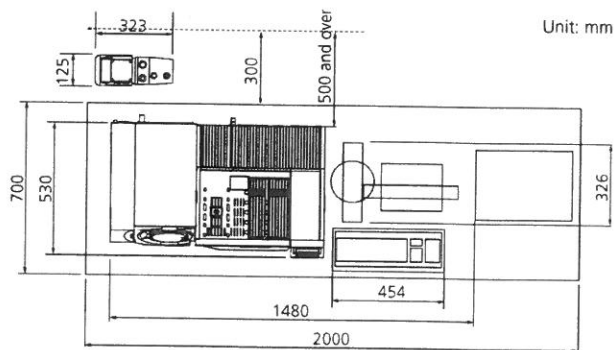
OFN: octafluoronaphthalene

BZP : benzophenone

IDL : Instrument Detection Limit

*high-power oven

**Additional charges may apply, new instrument installations only, only one gas (He or H₂) will be tested.



Shimadzu Corporation
www.shimadzu.com/an/

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