



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

# Request for Quotation

RFQ NUMBER  
 AGR0836

PAGE  
 1

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

\*709015508 412-922-8850  
 GIANGARLO SCIENTIFIC COMPANY I  
 162 STEUBEN STREET  
 PITTSBURGH PA 15220

VENDOR

SHIP TO

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

DATE PRINTED 10/31/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/20/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				TO ADD THE BELOW LANGUAGE INADVERTANTLY OMITTED FROM THE ORIGINAL BID DOCUMENTS.		
				PLEASE INSERT ABOVE ALL OTHER LANGUAGE...		
				REQUEST FOR QUOTATION		
				THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ONE (1) COMPLETE AUTOMATED KJEDAHL SYSTEM TO INCLUDE: A DIGESTER, SCRUBBER, AND DISTILLATION/TITRATION UNIT W/ AUTOSAMPLER PER THE ATTACHED SPECIFICATIONS.		
				TECHNICAL QUESTIONS CONCERNING THIS REQUEST FOR QUOTATION (RFQ) MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, MATERIALS, INSTALLATION, CLARIFICATION OF SPECIFICATIONS, ETC. DEADLINE FOR TECHNICAL QUESTIONS IS TUESDAY, NOVEMBER 6, 2007 AT 5:00 PM. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.		
				QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT. THESE QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, HOW/WHEN/WHERE TO SUBMIT A BID, FORMS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**25312 304-558-2221**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/23/2007	Net 30 Days	Best Way	New Castle, DE	PPD+add to Invoice
BID OPENING DATE: 11/20/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		938-46	\$68,320.10	\$68,320.10
<p><b>AUTOMATED KJELDAHL SYSTEM</b>  <i>see attached Giangarlo scientific company quote # 10652 ERS Revision 1 for details and optional supplies</i></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p><b>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</b></p> <p><b>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Raymond Schaffer</i>	TELEPHONE 412-922-8850	DATE 11-9-07
TITLE Sales man	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>( ) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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;</p> <p>OR</p> <p>( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE</p>						

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<p>ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <u>Giangularlo Scientific Company, Inc.</u></p> <p>DATE: <u>11-9-07</u></p> <p>SIGNED: <u><i>Magnum Schaffner</i></u></p> <p>TITLE: <u>Salesman</u></p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:    KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.:    AGR0836</p> <p>BID OPENING DATE:                              11/20/2007</p> <p>BID OPENING TIME:                              1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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----- <b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b> <i>Raymond Schaffer</i> -----						
<b>***** THIS IS THE END OF RFQ      AGR0836 ***** TOTAL: _____</b>						

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# Specifications for a Complete Automated Kjeldahl Protein Determination System

## Regulatory and Environmental Affairs Division West Virginia Department of Agriculture

The Regulatory and Environmental Affairs Division of the West Virginia Department of Agriculture seeks to purchase a complete automated Kjeldahl apparatus to include a digester, scrubber, and distillation/titration unit with autosampler. This equipment is to be purchased as a package and installed in the Agricultural Materials Laboratory at the Gus R. Douglass Agricultural Center at Guthrie, near Charleston, West Virginia. The system must meet the specifications indicated in the following sections.

### Digester Specifications

- The digester must be able to simultaneously accommodate 20 samples in glass digestion tubes with a volume of approximately 300 mL.
- The digester must be fully programmable so that digestion time and temperature may be established independently.
- Digestion time and temperature must be displayed on the digester during digestion.
- The digester must be fully compatible with the accompanying distillation/titration unit.
- The digester must come with the required 20 sample tubes.

### Scrubber Specifications

- The scrubber must be fully compatible with the accompanying digester and have sufficient capacity to accommodate the fume and gas discharge associated with running the digester at full capacity.
- The scrubber must utilize a membrane pump.

### Distillation/Titration Unit Specifications

- The distillation/titration unit must allow users to develop and save multiple programmed methods.
- The distillation/titration unit must perform automatic aspiration of the sample and addition of titration reagents.
- The distillation/titration unit must have a glass set-up for visual monitoring and control of the distillation process.
- The distillation/titration unit must allow connectivity for a printer, PC, and balance, and be compatible with the associated digester and autosampler.
- The distillation/titration unit must allow results to be saved.



- The distillation/titration unit must follow a potentiometric titration method.

#### Autosampler Specifications

- The autosampler must be fully compatible with the accompanying digester and distillation/titration unit.

#### Additional Specifications

- The bid price must include two copies of all documentation for each component of the system, including but not limited to, operation manuals, maintenance manuals, and any service manuals.
- The bid price must include delivery, freight, and installation of the system components.
- The bid price must include comprehensive training on all system components for up to five WVDA staff members.
- The bid price must include a full warranty and preventative maintenance agreement covering parts, travel, labor, and all other costs for not less than one year from the date of installation.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

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

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

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

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Giorgallo Scientific Company, Inc.

Authorized Signature: *Raymond Schaffer* Date: 11-9-07

## TERMS AND CONDITIONS OF SALE

1. Entire Agreement. The terms and conditions of sale set forth herein shall constitute the complete agreement between Seller and Buyer reflecting their entire understanding as to matters related hereto and supersede any prior oral or written statement or agreement. No term or condition of the Buyer's purchase order which is different from, or in addition to, the terms and conditions set forth in this quotation shall be binding on Seller unless, and only to the extent, such different or additional term or condition is expressly accepted by Seller in a written addendum to this quotation.

2. Delivery. Delivery schedules are approximate and are based on conditions at the time of shipment. Seller will make every reasonable effort to complete shipment as indicated, but assumes no liability of any kind by reason of failure, delay, or inability to ship caused by acts of God, fire, floods, war, embargoes, labor disputes, strikes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or involuntary compliance with any governmental act, regulation or request, shortage of labor, materials or manufacturing facilities, or any other cause or causes beyond Seller's reasonable control. In such event, Seller may extend delivery schedules or may, at its option, cancel Buyer's purchase order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation. In the event of inability, for any reason, to supply the total demands for goods specified in Buyer's purchase order, Seller may allocate its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as Seller may deem fair and practical without liability for any failure of performance which may result therefrom,

3. Shipment and Risk of Loss. Unless otherwise specified in writing by a duly authorized representative of Seller, mode of delivery shall be chosen by Seller, and any reference in these terms and conditions to "delivery" shall refer to such delivery. Seller will endeavor to select the most economical means of transportation. If Buyer desires a means of transportation other than that selected by Seller, but satisfactory to Seller, any extra cost incurred by reason of using such other means shall be prepaid by Buyer. Shipments will be insured at Buyer's expense unless otherwise specified by Buyer's purchase order. If packaging is necessary, this will be charged to Buyer at Seller's cost, and cannot be returned. Transportation, insurance and packaging charges do not constitute a part of the price of the goods and shall be paid by the Buyer. Risk of loss, damage, injury or destruction to the goods shall pass to the Buyer upon delivery to the first carrier for transmission to the Buyer. In no event shall any loss, damage, injury or destruction operate in any manner to release the Buyer from its obligation to make payment required herein. Unless otherwise agreed in writing, Seller reserves the right to make partial shipments and to submit invoices for partial shipments.

#### 4. Prices; Terms of Payment

4.1 Prices. The final invoice amount shall be calculated by Seller based upon its list prices for goods valid on the scheduled day of delivery and will include applicable packaging charges and all freight and insurance charges prepaid by Seller. All prices quoted are in U.S. Dollars.

4.2 Taxes: Prices do not include taxes. Consequently, the amount of any value added tax or any sales, use or similar tax applicable to the sale of goods or to the use of such goods by the Buyer shall be paid by the Buyer. Buyer shall reimburse Seller for all taxes, excises or other charges which Seller may be required to pay to any Government (national, state, or local) upon the sale, production or transportation of the goods hereunder.

4.3 Payment. Unless otherwise agreed in writing, payment is due (without any deduction) within 30 days of the date of invoice. Invoices shall be issued upon shipment. Past due invoices are subject to a monthly service charge at a rate equal to the lesser of 1-1/2% per month or the maximum rate from time to time permitted by applicable law. Seller may require full or partial payment in advance of shipment, if, in the judgement of Seller, the financial condition of the Buyer so warrants.

4.4 Checks. Checks will be accepted only as an undertaking, to pay. No cash discount will be granted.

#### 5. Default, Acceleration and Stoppage in Transit.

5.1 Default. Nonpayment of an invoice when due will be considered a default,

5.2 Acceleration. In addition to other remedies otherwise available to Seller upon default, and without notice to Buyer, Seller may declare any amounts owed under this quotation at once due and payable, any agreed extension of credit to the contrary notwithstanding.

5.3

5.3 Stoppage in Transit. In the event of default or any other event which gives Seller a reasonable doubt as to the creditworthiness of Buyer, Seller reserves the right to stop any shipment in transit without notice to the Buyer. Such stoppage in transit shall be without prejudice to Seller's right to pursue other remedies or to recover any further expenses or damages it may suffer.

## TERMS AND CONDITIONS OF SALE

### 6. Warranty:

6.1 **Warranty Terms. Seller's Products.** Buchi Analytical, Inc. (Seller), warrants all Buchi products manufactured by them to be as described herein and to be free from defects in material and workmanship under normal use and service. Seller's obligation under any warranty is limited to and Buyer's exclusive remedy thereunder shall be, repair or replacement, F.O.B. Seller's factory, of any defective part, when returned to Seller by Buyer, transportation prepaid, which Seller's examination discloses to have been factory defective. Please retain the original packaging of your instruments for use in shipment. This warranty is in lieu of any warranty of merchantability, or fitness, or any other warranty, express or implied.

6.2 **Period.** The basic warranty period is 1 (one) year from date of shipment of new systems, which covers parts and labor. Warranty enhancements and upgrades are available from Buchi Analytical, Inc.

6.3 **Third party products.** Other items sold by Seller are sold under the brand or trade name of their respective manufacturers. All such other products are sold without any warranty of merchantability, or fitness, or any other warranty, express or implied. However, to the extent any such other products are warranted by their manufacturers, or others, for the benefit of Buyer, Seller will use its best efforts to assist Buyer in forwarding any warranty claim to the party responsible for its disposition. Seller shall not be liable for consequential damages, in any event.

### 7. Remedies: Damages.

7.1 **Remedies.** Seller shall be entitled to all remedies available to a seller of goods at law or in equity. Buyer's remedies shall be limited to return of the goods and repayment of the purchase price or to replacement of nonconforming goods at Seller's option.

7.2 **Damages.** No claims of Buyer against Seller, of any kind, whether as to goods delivered or for non-delivery of goods shall be greater in amount than the purchase price of the goods in respect of such claim. Seller shall in no event be liable for special, consequential or punitive damages. Consequential damages shall include, without limitation, loss of use, income or profit or loss of or damage to persons or property.

7.3 **Returned Products.** Goods shall not be returned to Seller without Seller's written authorization. All authorized returns must be properly packaged with transportation charges prepaid. A valid Return Material Authorization (RMA) number must be obtained from Seller before returning goods for any reason. Seller may refuse receipt of goods returned without Seller's permission or a RMA number. Credit will not be allowed for goods returned without Seller's previous written consent. Subject to Seller's return merchandise inspection policy, such returned goods may be accepted for credit. A nominal restocking charge of 15% will be deducted from any such credit.

8. **Title.** Except as otherwise agreed in writing, title to the goods or any part thereof shall pass from Seller to Buyer when the goods are delivered on board the initial carrier for delivery to the Buyer.

9. **Notice.** Any notice required or permitted to be given under this quotation shall be considered sufficient if mailed via certified mail. Such notices directed to Seller or Buyer shall be sent to their respective office addresses set forth on the face hereof, or to such other address as either party may give to the other from time to time pursuant to this provision.

10. **Severability.** If any provision of this quotation shall be found to be void or unenforceable then that provision only shall be deemed stricken and all other terms and conditions shall remain in full force and effect.

11. **Non-Transferability.** This quotation is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller.

12. **Headings.** Headings used herein are for the convenient reference of the parties and are not intended to limit or modify the express terms hereof.

13.

14. **Product Liability.** Seller is only liable for the damage caused by Products delivered by Seller one (1) year from invoice date, if it can be documented that the damage is directly related to a defect made by Seller. Seller does not accept liability for consequential losses, losses of profits and other indirect losses.

# GIANGARLO SCIENTIFIC COMPANY, INC.

## PRICE QUOTATION

Prices valid 30 days

**ISSUED BY:**

**Giangarlo Scientific Company, Inc.  
162 STEUBEN STREET  
PITTSBURGH, PA. 15220**

Phone: (412) 922-8850

FAX: (412) 922-9047

**TO: West Virginia Department of Agriculture  
1900 Kanawha Boulevard East  
State Capital room E-28  
Charleston, WV 25305-0170**

Attn: **Roger Hanshaw**

Phone: 304-558-2214

Email: [rhanshaw@ag.state.wv.us](mailto:rhanshaw@ag.state.wv.us)

User Name:

User Phone:

User Fax:

**Please Indicate This  
Quote Number When**

**Ordering:**

Date:

Your Inquiry:

Proposed Shipping Date:

Ship Via:

Salesperson:

SalesPhone:

F.O.B.

PPD & ADD:

PPD:

**10652GRS**

**Revision 1**

November 9, 2007

30 Days A.R.O.

Best Way

Ray Schaffer

412-922-8850

New Castle, DE

X

Terms: Net 30 days upon approval

**PLEASE SEE ATTACHED TERMS AND CONDITIONS**

**PLEASE ADDRESS YOUR CONFIRMING PURCHASE ORDER AS FOLL**

**Buchi Analytical**

**c/o Giangarlo Scientific Company, Inc.**

**162 STEUBEN STREET**

**PITTSBURGH, PA. 15220**

ESTIMATE

Item	Part #	Name and Description	Qty.	Unit Price
1	037882	<b>Buchi model B-414 Scrubber with Condenser</b>	1	\$ 4,600.00
2	014738	Power Jumper cable for B-414 and K-438. For power interface.	1	\$ 28.10
3	038520	Buchi Model K-438 Digester complete with automatic lift, temperature programming, 20 position suction module and rack, includes 20 digestion tubes.	1	\$ 10,206.00
4	043120	Buchi model K-370/371 Fully Automated Autosampler- Distillation and Titration System.	1	\$ 48,486.00
5	04900003	Two days at customer location for installation, Application support and Operation Training, plus travel.	1	\$ 5,000.00
			Total	\$ 68,320.10

**Optional Items:**

6	040079	Air Supply coupling for K-438. (\$150 each).	2	\$ 300.00
7	038639	Rack Stand for K-438, 20 Tube Rack.	1	\$ 362.30
8	028765	Kjeldahl tablets, 250 pieces.	1	\$ 201.60

**Note:**

Please address your confirming Purchasing Order to:

**Buchi Analytical**  
c/o Giangarlo Scientific Company, Inc.  
162 Steuben Street  
Pittsburgh, Pa. 15220  
Ref. Quote# 10652GRS Revision 1

Submitted by

*Raymond Schaffer*

Raymond Schaffer, Sales Engineer  
Giangarlo Scientific Company, Inc.