



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
LBS10081

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
Shimadzu Scientific Instruments
7102 Riverwood Drive
Columbia, MD 21046

SUPPLIER

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/09/2010	Net 30	Best way	Destination	Prepaid&Add 390.02
BID OPENING DATE: 03/11/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		490-55	\$67,447.00	\$52,978.00
<p>GAS CHROMATOGRAPH - MASS SPECTROMETER (GC-MS)</p> <p>REQUEST TO PURCHASE ONE GAS CHROMATOGRAPH - MASS SPECTROMETER (GC-MS) TO ANALYZE FOR TRIHALOMETHANES (THMS) AND VOLATILE ORGANIC CHEMICALS (VOCs) IN DRINKING WATER TO FULFILL THE REQUIREMENTS OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS FOR COMPLIANCE MONITORING OF PUBLIC WATER SYSTEMS, PER THE ATTACHED SPECIFICATIONS. COMPLIANCE MONITORING TESTING IS REQUIREMENT OF A STATE'S PRINCIPAL LABORATORY MANDATED UNDER FEDERAL CODE AT 40 CFR 142.10(B)(4) FOR THE STATE TO MAINTAIN PRIMACY OVER IT'S DRINKING WATER PROGRAM.</p> <p>THE INSTRUMENT WILL ALSO SERVE THE PURPOSE OF PROTECTING PUBLIC HEALTH BY PROVIDING TESTING CAPABILITIES TO PRIVATE WELL OWNERS.</p> <p>THIS INSTRUMENT IS TO BE INSTALLED FOR USE BY THE OFFICE OF LABORATORY SERVICES ENVIRONMENTAL CHEMISTRY LABORATORY AT 4710 CHIMNEY DRIVE, SUITE G, CHARLESTON, WEST VIRGINIA 25302.</p> <p>>> PLEASE SEE ATTACHED SPECIFICATIONS/COST SHEET. <<</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

RECEIVED

2010 MAR -9 AM 9:50

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Heather J. J. [Signature]</i>	TELEPHONE 724-745-2662	DATE 3/8/10
TITLE Field Sales Engineer	FAX 52-1035956	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

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



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

VENDOR FOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Shimadzu Scientific Instruments
 7102 Riverwood Drive
 Columbia, MD 21046

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/09/2010	Net 30	Best Way	Destination	Prepaid&Add \$390.02

BID OPENING DATE: 03/11/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 02/23/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Leather J...</i>	TELEPHONE 724.745.2662	DATE 3/8/10
TITLE Field Sales Engineer	FEIN 52-1035956	ADDRESS CHANGES TO BE NOTED ABOVE

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02/09/2010	Net 30	Best Way	Destination	Prepaid&Add \$390
BID OPENING DATE: 03/11/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: -----RW/FILE 22-----</p> <p>RFQ. NO.: -----LBS10081-----</p> <p>BID OPENING DATE: --- 3/11/2010---</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Heather J. [Signature]* TELEPHONE: 724-745-2662 DATE: 3/8/10

TITLE: Field Sales Engineer FAX: 52-1035956 ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration
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**Shimadzu Scientific Instruments
 7102 Riverwood Drive
 Columbia, MD 21046**

HEALTH AND HUMAN RESOURCES
 ENVIRONMENTAL CHEMISTRY LAB
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02/09/2010	Net 30	Best Way	Destination	Prepaid&Add \$390.02
BID OPENING DATE: 03/11/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				FAX # 410-290-9140		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Heather Juzwa, 724-745-2662, hljuzwa@shimadzu.com						
***** THIS IS THE END OF RFQ LBS10081 ***** TOTAL:						<u>\$52,978.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Heather Juzwa</i>	TELEPHONE 724-745-2662	DATE 3/8
TITLE Field Sales Engineer	FEN 52-1035956	ADDRESS CHANGES TO BE NOTED ABOVE

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

SPECIFICATIONS AND REQUIREMENTS:

The Environmental Chemistry Laboratory section of the Office of Laboratory Services is requesting to purchase a Gas Chromatograph – Mass Spectrometer (GC-MS) instrument to analyze for Trihalomethanes (THMs) and Volatile Organic Chemicals (VOCs).

1. A GC-MS instrument is needed to analyze THMs and VOCs in drinking water to fulfill requirements of United States Environmental Protection Agency (EPA) regulations for compliance monitoring of public water systems. Compliance monitoring testing is a requirement of a State's Principal State Laboratory mandated, under federal code at 40 CFR 142.10(b)(4) for the state to maintain Primacy over its Drinking Water Program. The instrument will also serve the purpose of protecting public health by providing testing capabilities to private well owners. This instrument is to be installed for use by the Environmental Chemistry Laboratory located at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
2. This GC-MS instrument must be able to fulfill the requirements of United States Environmental Protection Agency (EPA) method 524.2 (1995, Revision 4.1) for THMs and VOCs, and the resolution and sensitivity capability must be able to meet or exceed the limits of detection and minimum reporting levels required for these regulated compounds as stipulated under the Federal Safe Drinking Water Act, and the Stage 2 Disinfection Byproduct Rule.
3. This GC-MS instrument must be fully automated for analysis with a system controller that is loaded with the necessary software. Vendor system controller software must be able to export data to the existing STARLIMS (Version 9) Laboratory Information Management System (LIMS).
4. This GC-MS instrument system controller software must be able to fulfill all of the analytical and quality control requirements stated in the EPA Method 524.2 (Rev. 4.1) as well as the pertinent requirements listed in Chapter IV of the EPA "Manual for the Certification of Laboratories Analyzing Drinking Water, Fifth edition, January 2005", for the analysis of THMs and VOCs in drinking water.
5. GC-MS Instrument must be fully compatible with a system software controlled autosampler that is a part of a Purge and Trap concentrator sampling system manufactured by OI Analytical. The autosampler is an OI Analytical Model 4551-A. The Purge and Trap is the OI Analytical Eclipse Model 4660. The OI Analytical autosampler and purge and trap have already been purchased.
6. The GC-MS instrument must come with a split/splitless capillary column injector compatible with the referenced purge and trap sampling interface.
7. The GC-MS instrument must come with a column for method 524.2 volatiles analysis.
8. The GC-MS instrument must come equipped with a quadrupole mass spectrometer.
9. The GC-MS instrument must be capable of mass scan rates at a minimum of 10,000 amu/sec.

10. The GC-MS instrument must be capable of detecting a wide mass range at a minimum of 15-1000 amu.
11. The GC-MS instrument must come equipped with a 60 L/sec turbomolecular pump vacuum system, or better.
12. The GC-MS instrument system must operate on 110-120 V AC.

Installation Requirements:

1. Vendor must install the GC-MS Instrument system in the Environmental Chemistry Laboratory in the Elk Office Center building at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
2. At the time of the GC-MS instrument installation, Vendor must provide to the ECL Program Manager: All relevant system manuals for hardware components; system and application software documentation; a parts, supplies, accessories catalog
3. Vendor must include all necessary cables and fittings and other costs for installation in the submitted bid price.
4. Installation and on-site training must be completed within 90 days of delivery date.
5. **INSURANCE:** Prior to the issuance of a Purchase Order, the successful vendor shall furnish proof of commercial general liability insurance in a minimum amount of \$250,000 and also, proof of Workmens' Compensation Insurance coverage.

Training Requirements:

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

Warranty Requirements:

1. Vendor must include in the total price of the equipment at least 1-year factory warranty covering all system components.
2. Vendor system controller software support must be included as part of one-year warranty.
3. Warranty must include on-site service including labor, travel time, and expenses with a 72-hour on-site response time at no extra cost to maintain the specifications listed in this bid and the Vendor's product specifications.
4. Warranty must begin upon completion of installation.

Delivery Requirements:

1. The GC-MS instrument and its components must be shipped for "inside delivery" by freight delivery company and must be delivered within 90 days of receipt of order.

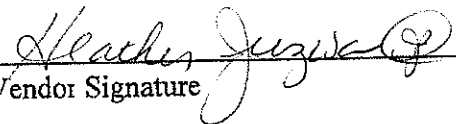
- 2 The GC-MS instrument and its components must be shipped "F.O.B. Destination" unless otherwise stated in quote by Vendor. Any shipping and handling requirements must be stated in Vendor's quote.

RFQ COST SHEET

Bidders shall provide a cost for the following:

Gas Chromatograph -- Mass Spectrometer (GC-MS)	\$ <u>52,978.00</u>
On-Site User Training (at installation of equipment)	\$ <u>0.00</u>
Freight/Shipping Charge	\$ <u>390.02</u>
Total Cost	\$ <u>53,368.02</u>

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


Vendor Signature

3/8/10

Date

RFQ No. LBS10081

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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Shimadzu Scientific Instruments

Authorized Signature:  Date: 3/8/10

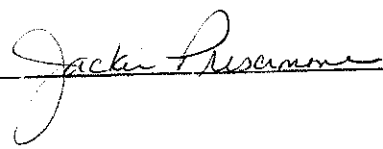
State of MARYLAND

County of Howard, to-wit:

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

My Commission expires MARCH 14, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC 

NIA 10

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Shimadzu Scientific Instruments Signed: [Signature]
Date: 3-8-2010 Title: Field Sales Engineer

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

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Shimadzu Scientific Instruments

Signed: Jakey Permon

Title: Sales Administrator

Date: 3-8-2010

ATTACHMENT
P.O.# LBS10081

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

Agreed

Julie Rosemore 3-8-2010
Signature Date

Sales Administrator
Title

Shimadzu Scientific Instruments
Company Name

Signature Date

Title

Agency/Division



Shimadzu Scientific Instruments

7102 Riverwood Drive
Columbia MD 21046

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

March 8, 2010

Ms. Roberta Wagner
State of West Virginia
PO Box 50130
Charleston, WV 25305
Re: LBS10081

Dear Ms. Wagner,

I am writing in regards to your request for quotation LBS10081 for a Gas Chromatograph/Mass Spectrometer or GC/MS.

Shimadzu Scientific Instruments (SSI) is the American subsidiary of Shimadzu Corporation, headquartered in Kyoto, Japan. Founded in 1875, Shimadzu is a \$2 billion multinational corporation with three major divisions: Medical Diagnostics, Aerospace/Industrial, and Analytical Instruments. The Analytical Division is one of the world's largest manufacturers of analytical instrumentation and environmental monitoring equipment.

In 1975, SSI corporate headquarters was established in Columbia, Maryland to provide analytical solutions to a wide range of laboratories in North, Central, and parts of South America. In the U.S., SSI has a network of more than 50 locations providing local and regional sales, service, and technical support.

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

Our bid includes a very high end Dell Data Station with a 22" flat panel monitor.

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

We take the following exception to the bid specifications:

Gas Chromatograph/Mass Spectrometer Specifications and Requirements Section

Item 10: The GC/MS instrument must be capable of detecting a wide mass range of at least 1.5-1000 amu.

The Shimadzu QP-2010s has a mass range of 1.5-900 Daltons. The VOC method specified does not have compounds with a greater mass than 300 Daltons.



Shimadzu Scientific Instruments

7102 Riverwood Drive
Columbia MD 21046

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

Thanks again for the opportunity to earn your business.

Sincerely,

A handwritten signature in black ink that reads 'Heather Juzwa'.

Heather Juzwa
Field Sales Engineer
724-745-2662
hljuzwa@shimadzu.com



SHIMADZU

QUOTATION

Number: SSI-20263-DX0K Rev. 0

QUOTE DESCRIPTION:

LBS10081 - GCMS for TMH's and VOC's, EPA Method 524.2. The AOC-20i/s liquid autosampler is not included.

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

Effective Date	3/8/2010	Proposed Ship Date	30 Days/ARO
Expiration Date	4/7/2010	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: 3/8/2010

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



SHIMADZU

QUOTATION

Number: SSI-20263-DX0K Rev. 0

Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
1	220-94793-10	QP-2010S Value Package	1	\$65,969.00	\$65,969.00
<p>QP-2010S Value Package Includes the GCMS, upgraded RV-3 rotary pump, NIST 08 library, 22 inch Monitor, AOC 20i and AOC-20S</p> <p>This package includes a GC-2010 gas chromatograph and QP-2010S quadrupole mass spectrometer with a single 65 l/sec turbo pump, Advanced Data Station, and GCMSsolution software. The QP- 2010S system has a mass range of 1.5-900 AMU and will accept a maximum column flow of 3 ml/min. This system scans up 10,000 AMU per second. The QP-2010 series software, GCMS Solutions contains three wizard driven features: Scan/SIM acquisition (FASST), automated creation of SIM acquisition parameters (COAST), and automated retention time updating based upon retention index (AART). Front ion source access and ease of maintenance are standard on all Shimadzu GCMS Systems. The GC-2010 includes one Split/Splitless injection port with AFC-2010 (Advanced Flow Control) that provides pressure up to 970kpa and flow up to 1200mL per minute. The SPL-2010 is suitable for columns from 0.1-.75. mm.id in split or splitless operation. The AFC provides control of all parameters related to the injection port including constant column linear velocity, split ratio, total flow, column flow, and septum purge flow. The oven supports 20 temperature programming steps. This system can measure 1pg of OFN (Octafluoronaphthalene) at over 30/1 RMS in scan mode. Includes He line filter, tools, spare consumable items. This package includes a data station with 22" monitor, RV-3 Edwards rotary pump, NIST 08 library and the AOC-20i and AOC 20S.</p>					
2	220-94707-01	TRANSFER LINE HEATER FOR GC-2010 OR GC-2014	1	\$373.00	\$317.05
<p>Transfer Line Heater for GC-2010 or GC-2014</p> <p>6" heater for transfer line to GC-2010 or GC-2014. Used to prevent cold spot in transfer line when connecting purge and trap or headspace to GC. Plugs in to auxilliary heater on GC</p>					
3	220-90001-07	REGULATOR W/CGA-580 ARGON/HELIUM/NITROGEN, 200 PSI DELIVERY PRESSURE FOR GC	1	\$447.00	\$379.95
<p>Gas Regulator, 19H580 He or N2 for GC</p> <p>Gas Regulator for helium or nitrogen; includes 1/8" outlet.</p>					
4	220-90212-00	COPPER TUBING 1/8 50 FEET	1	\$82.00	\$69.70
<p>Copper Tubing</p> <p>Copper tubing 1/8" 50 feet.</p>					
5	220-94678-02	4552 CABLE TO 4560/ ECLIPSE	1	\$158.00	\$134.30
<p>Handshake cable between GC-2010 and OI 4660 P&T</p>					
6	221-53393-01	ZU1, VALCO/UNION	1	\$20.00	\$17.00
7	220-99999-G9	524.2 Column	1	\$560.00	\$560.00
<p>Restek Catalogue 19915 Rtx®-VMS, 30m, 0.25mm ID, 1.4µm</p>					
8	1YW	1 YEAR WARRANTY	1	\$0.00	\$0.00
<p>Covers non-consumable parts and labor to correct defects in workmanship and/or materials when defects have not been caused by misuse or abuse for a period of one (1) year from date of delivery.</p>					
9	I&F	INSTALLATION AND CUSTOMER FAMILIARIZATION	1	\$0.00	\$0.00
10	BALANCE_OFFER	YOU MAY ADD A SHIMADZU BALANCE TO THIS ORDER AT 50% DISCOUNT ASK FOR DETAILS	1	\$0.00	\$0.00

NOTE: Taxes are not included in the quoted amount



QUOTATION

Number: SSI-20263-DX0K Rev. 0

Total List Price	\$67,609.00
Total Line Item Discounts	\$162.00
less promotional pricing	\$14,469.00
Subtotal	\$52,978.00
Estimated Freight Amount	\$390.02
Total Amount	\$53,368.02



Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SALE

Shimadzu Scientific Instruments, Inc.

PRICES

The prices set forth on the face hereof

- (i) are Shimadzu Scientific Instruments, Inc.'s (hereinafter called SSI) domestic prices based upon manufacture of the quality and type ordered for shipment and end use within the United States and Canada only, all products shipped for end use outside the United States and Canada shall be subject to SSI's international prices,
- (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and
- (iii) unless otherwise specified, does not include warranty service or installation outside the United States and Canada. Clerical errors by Shimadzu are subject to correction.

SPECIFICATIONS

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

TERMS OF PAYMENT

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

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

SHIPMENTS

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

TERMINATION

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

RETURNED GOODS

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

DELIVERY

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

TAXES

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

PATENTS

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

said product in enjoined, SSI shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a non-infringing product, (3) modify it so it becomes non-infringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of SSI shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of SSI for patent infringement by said product. If any suit or proceeding is brought against SSI based on claims that the goods manufactured by SSI in compliance with Buyer's specifications and supplied to Buyer directly infringe any fully issued United States patent, then the patent indemnity obligations herein stated with respect to SSI shall reciprocally apply with respect to Buyer.

WARRANTY

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

- (a) Components or accessories manufactured by SSI which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by SSI. A complete list of such components and accessories is maintained at the factory;
- (b) SSI makes to warranty with respect to components or accessories not manufactured by it, in the event of defect in any such component or accessory SSI will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty;
- (c) any product claimed to be defective must, if required by SSI, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case SSI will pay all transportation charges;
- (d) If the product is a reagent or the like, it is warranted only to conform to the quantity and content and for the period (but not in excess of one year) stated on the label at the time of delivery;
- (e) SSI may from time to time produce a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;
- (f) SSI shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of SSI.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT SSI SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY 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, 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 THIS SALES AGREEMENT

If an SSI Special Warranty (covering a designated item or items) is contained in the manual or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control. Representations and warranties made by any person, including dealers and representatives of SSI, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon SSI unless reduced to writing and approved by an expressly authorized officer of SSI.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales agreement are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandated by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

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

APPLICABLE LAW; JURISDICTION VENUE

This sales agreement is made and entered into and shall be governed, enforced and interpreted in accordance with the laws of the State of Maryland, and Customer hereby expressly consents to jurisdiction of the courts of the State of MD on all matters relating hereto. In the event that either party commences litigation to enforce any provision hereof, said litigation shall be brought in the courts of Howard County, Maryland, and the prevailing party shall be entitled to an award to all costs and reasonable attorney's fees actually incurred.

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

SSI-20263-DX0K Rev. 0

Authorization Signature



Date: 3/8/2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2010

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURERS AFFORDING COVERAGE NAIC #

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

INSURER A: Tokio Marine & Nichido Fire Ins Co USB	12904
INSURER B: Trans Pacific Ins Co	41238
INSURER C: TNU Insurance Company	32301
INSURER D:	
INSURER E:	

Holder Identifier :

COVERAGES

SIR applies per terms and conditions of the policy

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP6400731	01/01/2010	01/01/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> \$500 Collision Ded. <input checked="" type="checkbox"/> \$5,000 Med Payments Liab.	CA 6400730	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	CU6400732	01/01/2010	01/01/2011	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
B C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below	WC6400733 WC6400734	01/01/2010 01/01/2010	01/01/2011 01/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

Certificate No : 570037790410

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia
Attn: Dept. of Administration
2019 Washington Street East
Charleston WV 25305-0130 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE