



February 15, 2011

Ms. Roberta Wagner
State of West Virginia
Department of Administration
Purchasing
2019 Washington Street, EAST
Charleston, WV 25311

LEGAL DEPARTMENT
500 Old Connecticut Path
Framingham, MA 01701 U.S.A.
T 508.383.7700 F 508.383.7488
www.absciex.com

Re: RFQ LBS11091 (rebid of LBS11009)

Dear Ms. Wagner,

AB Sciex is pleased to respond to the above referenced Request for Quotations. AB Sciex is a global leader in the development of best-in-class technologies that help answer complex scientific challenges and improve our world. We create scientific instrumentation, software and services for the life science, clinical research and industrial markets, empowering our customers with technologies that are used in drug discovery and manufacturing, food and environmental safety, and clinical research. **With a more than 20-year history of innovation and market leadership under the Applied Biosystems /MDS Analytical Technologies joint venture, we now operate as AB SCIEX, a new limited liability company.**

This bid package includes:
Completed and executed RFQ bid package
AB Sciex quotation – 20717734
AB Sciex HIPAA statement

Any resulting contract or purchase or shall be governed by the States terms and conditions attached to the RFQ, collectively with the non conflicting terms of the AB Sciex General Terms and Conditions of Sale and Performance Agreement Terms and Conditions of the Quotation 20717734, to the extent allowed under the State of West Virginia law and as supplemented by Agreement Addendum and Attachment within this RFQ.

Please be sure to reference the appropriate Quotation number(s) on any resulting Purchase Order(s).

If you have any questions regarding this RFQ, please contact me as noted below. For technical questions or questions about pricing, please contact sales representative via email at rob.christianson@absciex.com.

Sincerely,

Belle M. Neumann
Sr. Manager, Commercial and Government Contracts
AB Sciex LLC
Tel: 800 874-9868 ext 7378
belle.neumann@ABSCIEX.com

RECEIVED

2011 FEB 16 A 8:18

PURCHASING DIVISION
STATE OF WV

AB SCIEX LLC
DUNS: 832499300

TIN: 271082047

Classification: Large Business



February 10, 2011

Ms. Roberta Wagner
State of West Virginia
Department of Administration

Proposal in Response to RFQ LBS11009

Dear Ms Wagner,

In response to RFQ LBS11009 AB SCIEX is pleased to offer the enclosed proposal for an API 4000 LC-MS/MS System. AB SCIEX is the worlds leading provider of LC-MS/MS technology with more than 2000 API 4000 units installed around the world. Over the past 4 years **more than 45 AB SCIEX 4000 instruments have been purchased and implemented across 32 states** as part of the CDC-LRN program. Our proposal meets or exceeds all of the performance specifications in the RFQ.

Our proposal price of \$275,590.44 reflects special promotional discounting currently available to the State of West Virginia. Though not included on the RFQ COST SHEET, AB SCIEX would be providing the State of West Virginia the option to purchase a second year service contract on the API 4000 and Agilent HPLC system. The promotional price is \$24,404.50 if purchased and paid for at the same time as instrument payment.

Included is a list of US States that are currently using AB SCIEX instruments as part of the CDC-LRN program. If you would like to learn more about working with AB SCIEX and our instruments we would be happy to provide the contact information for any of these labs upon request. The Commonwealth of Virginia, Division of Consolidated Laboratory Services in Richmond Virginia is a Level 1 CDC-LRN laboratory. They own three AB SCIEX 4000 instruments and the lab is lead by Mr. Shane Wyatt. Mr. Wyatt can be reached at Shane.wyatt@dgs.virginia.gov or (804) 648-4480 ext 375 and is available to discuss their experience with AB SCIEX products and services. Further, scientists at DCLS are available to consult with the State of West Virginia DoH on instrument and method implementation.

Operation and maintenance of the API 4000 is relatively simple. To further simplify operation AB SCIEX is pleased to include our Cliquid software package as standard.. Cliquid simplifies the use of LC-MS/MS for routine testing. Built with an intuitive point-and-click interface and four-step workflow, Cliquid Software simplifies the process from the running of samples to the generation of results. Please see attached Cliquid technical note.

AB SCIEX offers several types of training program. Included in our proposal is 2 days of training at your facility as well as a certificate to attend a four day training program at an AB SCIEX facility. The CDC also offers training as part of the LRN program and this training is performed on AB SCIEX API 4000 instruments with an Agilent LC front end. The CDC uses this same instrument configuration for method development and validation before releasing the methods to the LRN members. Should you choose to purchase this system you will have the same instrument as the CDC and 34 other states. This will simplify your training process and significantly reduce the burden of the method implementation as the methods and data can be directly downloaded and viewed on our systems.

To support the large install base, AB Sciex offers a best in class service organization with unparalleled experience, response times and speed of resolution. With this bid we are offering our standard Warranty and AB Assurance program which provides four (4) hour telephone call back and 72-hour guaranteed on-site response. We also offer free technical support via our toll free telephone number from 8 am-8 pm, Monday through Friday. AB SCIEX offers this proposal as a single vendor solution since we directly provide warranty support on the API 4000, the Agilent LC and the gas generator. AB SCIEX field service engineers are fully trained and certified to service Agilent HPLC systems and have been servicing these products for more than five years. Future years of service contract can also be purchased from AB SCIEX for all items.

A laboratory syringe pump was not specified in the RFQ but is required for instrument installation and would be used for method development in the future. It was not included on the RFQ COST SHEET as many laboratories already own one of more of these syringes. Should the State of West Virginia require one they can purchase directly from AB SCIEX or any other laboratory equipment provider such as VWR. Typical cost is between \$1000-2000.

AB SCIEX appreciates the opportunity to work with the State of West Virginia. Our proposal offers the highest performance instruments and offers the State of West Virginia the best value solution available.

Thank you for your consideration.

Sincerely,

ROB CHRISTIAN, Ph.D.
Mass Spectrometry Sales Specialist



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

Request for Quotation

RFO NUMBER
LBS11091

PAGE
1

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

*630125201 ~~ABS~~ *Sciex* 650-638-5647

VENDOR

~~APPLIED BIOSYSTEMS INC~~
 850 LINCOLN CENTRE DR
 FOSTER CITY CA 94404

Received

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

JAN 19 2011

Site Services

DATE PRINTED 01/13/2011	TERMS OF SALE Net 30	MS: 4442	F.O.B. Destination	FREIGHT TERMS Free
BID OPENING DATE: 02/17/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		490-55		
<p>LIQUID CHROMATOGRAPH/MASS SPECTROMETER/MASS SPECTROMETER (LC/MS/MS) INSTRUMENT TO MEET THE REQUIREMENTS OF THE PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT WITH THE CENTER FOR DISEASE CONTROL AND PREVENTION (CDC). THE TECHNOLOGY OF THE LC/MS/MS MUST BE CONFIGURED SPECIFICALLY FOR THE STATE DEPARTMENT OF HEALTH LABORATORIES WHO ARE MEMBER OF THE US CENTERS FOR DISEASE CONTROL LRN-C PROGRAM. THE RESOLUTION AND SENSITIVITY CAPABILITY MUST BE ABLE TO MEET OR EXCEED THE LIMITS OF DETECTION AND MINIMUM REPORTING LEVELS REQUIRED FOR THESE AGENTS AS STIPULATED UNDER THE LABORATORY RESPONSE NETWORK - CHEMICAL, QUALITY ASSURANCE PROGRAM, VALIDATION GUIDELINES. THIS INSTRUMENT IS TO BE INSTALLED IN THE THREAT PREPAREDNESS LABORATORY IN THE ELK OFFICE CENTER BUILDING LOCATED AT 4710 CHIMNEY DRIVE, SUITE G, CHARLESTON, WV 25302, PER THE ATTACHED DETAILED SPECIFICATIONS.</p> <p>>> PLEASE SEE ATTACHED SPECIFICATIONS/COST SHEET. <<</p> <p>PLEASE NOTE THIS IS A RE-BID OF LBS11009.</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>						

Please see RFO Cost Sheet and attached quotation # 20717734 for breakdown and optional items.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: _____ TELEPHONE: **877-740-2129** DATE: _____

TITLE: **Sr Mgr, Contracts** FEIN: **27-1082047** 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).



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

Request for Quotation

RFQ NUMBER
LBS11091

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

VENDOR

*630125201 *AB Sciex* 650-638-5647
~~APPLIED BIOSYSTEMS~~ LLC
 850 LINCOLN CENTRE DR
 FOSTER CITY CA 94404

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/13/2011	<i>Net 30</i>	<i>Best Way</i>	<i>Destination</i>	<i>Fre. Free</i>
BJD OPENING DATE: 02/17/2011		BJD OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	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 2/1/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PLEASE NOTE: PROOF OF WORKER'S COMPENSATION INSURANCE IS REQUIRED.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Sm. M. Co., Contracts</i>	<i>877-740-2129</i>	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	<i>27-1082047</i>	

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State of West Virginia
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3

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VENDOR FOR

*630125201 ~~AB~~ *Sciex* 650-638-5647
 APPLIED BIOSYSTEMS LLC
 850 LINCOLN CENTRE DR
 FOSTER CITY CA 94404

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/13/2011	<i>Net 30</i>	<i>Best Way</i>	<i>Destination</i>	<i>Freight Free</i>
BID OPENING DATE: 02/17/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----LBS11091-----</p> <p>BID OPENING DATE:---2/17/2011-----</p> <p>BID OPENING TIME:---1:30 PM-----</p>						

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SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Sci. Mgr. Contracts</i>	27-1082047	

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 650.627.2803 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Linda di Gregorio ----- ***** THIS IS THE END OF RFQ LBS11091 ***** TOTAL: <u>Please see</u> <u>RFQ Cost Sheet</u> <u>and attached</u> <u>quotation</u> <u># 20717734 for</u> <u>breakdown and</u> <u>optional items.</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Dr. Mgr., Contracts</i>	877-740-2129	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	27-1082047	

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)

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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.
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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.

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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).

Liquid Chromatograph– Mass Spectrometer/Mass Spectrometer Bid

SPECIFICATIONS AND REQUIREMENTS

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

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

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

Installation Requirements:

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

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

Training Requirements

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

Warranty Requirements

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

Delivery Requirements

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

RFQ COST SHEET

Bidders shall provide a cost for the following:

Liquid Chromatograph/Mass Spectrometer/Mass Spectrometer

(LC/MS/MS)

\$ 270,590.44

On-Site User Training (at installation of equipment)

\$ 5,000.-

Freight/Shipping Charge

\$ 0

Total Cost \$ 275,590.44 *

* Please refer to and utilize the breakdown on attached quotation # 20717734 for evaluation and ordering purposes.

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.

BM
Vendor Signature

2/15/2011
Date

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 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: AB Sicer LLC Signed: BU
Date: 2/15/2011 Title: Sr Mgr Contracts

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

None apply

RFQ No. LBS 11091

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: AB Sciex LLC

Authorized Signature: Bub Date: 2/15/2011

State of CO

County of weld, to-wit:

Taken, subscribed, and sworn to before me this 15 day of February, 2011.

My Commission expires 9-22-, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **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: ABSQUIX LLC

Signed: Bu

Title: Senior Contracts

Date: 01/15/2011



HIPAA Statement

AB Sciex takes privacy very seriously. AB Sciex is also committed to comply with all relevant federal and state regulations pertaining to privacy, including HIPAA. However, we believe that in the normal course of AB Sciex' businesses, AB Sciex and its employees are not "covered entities" under HIPAA. Neither is AB Sciex or its employees "business associates" of covered entities such as the Center for Molecular Medicine, since we neither perform functions on your behalf (such as utilization review or quality assurance) nor provide contracted services to you (such as legal, accounting or information technology support). While the HIPAA privacy regulations at 45 C.F.R. Part 164 require a business associate agreement for certain vendors whom you deal with -- such as the service providers mentioned above -- we deem that it unnecessary to enter into any HIPAA business associate agreements or agree to the terms set forth in the Special Contract Requirement unless required under the law.

AB Sciex sells laboratory instruments and associated maintenance and repair services, and does not use or disclose protected health information, as defined under HIPAA, in providing such services. Typically, AB Sciex accesses system diagnostic information, i.e., information that helps us diagnose the performance of your instrument and identify the parts thereof that need repair. Although there may be rare instances in which AB Sciex needs to look at scientific results generated by the instrument to assess performance of the instrument, such exposures are unlikely to be individually identifiable, and are, in any event, incidental exposures contemplated by the HIPAA Privacy Rule as not requiring a business associate agreement.

If you still believe that a business associate agreement is needed, please provide us with a detailed explanation of how you believe our services fit into 45 C.F.R. Part 164.

Sincerely yours.

AB Sciex

ATTACHMENT
P.O.# LBS11091

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

Agreed

BU _____ 2/15/2011
Signature Date

Sr Mgr, Contracts
Title

ABSOLUT LLE
Company Name

Signature Date

Title

Agency/Division

Quotation

AB SCIEX LLC
 110 Marsh Drive
 Foster City, CA 94404 U.S.A.
 Toll Free: (877) 740-2129 Fax: (650) 627-2803

PAGE 1 of 11

To: Roberta Wagner
 State of West Virginia
 Dept of Administration, Bldg 15
 Purchasing Division
 2019 Washington Street East
 CHARLESTON WV 25311

Quote No.: 20717734
 Quote Valid To: 04/02/2011
 Quote Date: 02/10/2011
 Pay Terms: Net 30 Days
 Freight Terms: FOB DESTINATION - FRT FREE

Telephone No.
 Fax No.

**Please reference Quote No.
 when placing your orders.**

Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
0001	4362722	API 4000 Applied Markets System Package	1.00	395,000.00	395,000.00	395,000.00
<p>INCLUDES:</p> <p>API 4000 Instrument Enhanced high performance triple quadrupole mass spectrometer system with a mass range of m/z 5 to 3000.</p> <p>Please select ONE (1) of the following pump options to complete your API 4000 instrument configuration.</p> <p>Varian Single Wet Pump Kit PN 1027671 -no additional charge OR Quotes would appear for the API 4000: \$6,123.00 USD (\$6,857.76 CAD) Varian Single Dry Pump Kit PN 1027672 - additional \$6,123.00 USD (\$6,857.76 CAD) OR Edwards Single Dry Pump Kit PN 1032168 - additional \$6,123.00 USD (\$6,857.76 CAD) PN WC026992 PN 4362722 PN4401849</p>						

WARRANTY INFORMATION
 AB SCIEX limited product warranties are included with shipment of its products. You may visit www.absciex.com for warranty information or contact your local AB SCIEX sales representative to request a copy. AB Sciex instruments and accessories are warranted by AB SCIEX for a period of one year, unless a different period or no warranty is indicated on AB SCIEX quotation. The warranty period for AB SCIEX instruments begins on the earlier of the date of installation or 90 days from the date of shipment for instruments installed by AB SCIEX personnel. For AB SCIEX instruments installed by the buyer or anyone other than AB SCIEX, the warranty period begins on the date the instrument is delivered.

TERMS AND CONDITIONS
 This quotation, including AB SCIEX's General Terms and Conditions furnished with this quotation, and, if software is included, AB SCIEX's applicable end user software license agreement, sets forth the terms on which AB SCIEX is offering to sell the product(s) listed on this quotation. AB SCIEX's end user license agreement for instrument operatinsoftware can be found on AB SCIEX website, at: <http://www.absciex.com/legal>. Licenses for stand alone software are in click wrap form. You may contact AB SCIEX for a copy at any time. By issuing a purchase order or otherwise ordering the product(s), the customer expressly agrees to these General Terms and Conditions of Sale (and operating software end user software license agreement, if applicable) to the exclusion of all others not expressly agreed to in writing by an authorized representative of AB SCIEX. If you have any questions, please call AB SCIEX's Customer Account Services at (877) 740-2129. Stenographical/clerical errors are subject to correction Most recent quotation will supersede all prior quotations. All amounts are in USD.

Sales Representative: Robert Christian **Prepared by: John Conneely**

ACCEPTANCE OF THIS QUOTATION IS LIMITED TO THE ATTACHED TERMS

Quotation

AB SCIEX LLC
 110 Marsh Drive
 Foster City, CA 94404 U.S.A.
 Toll Free: (877) 740-2129 Fax: (650) 627-2803

PAGE 2 of 11

QUOTE NO.: 20717734
QUOTE VALID TO: 04/02/2011
QUOTE DATE: 02/10/2011

To: Roberta Wagner
 State of West Virginia

**Please reference Quote No.
 when placing your orders.**

Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
		<p>Turbo V Source Accepts TurbolonSpray or APCI probe</p> <p>TurbolonSpray Probe Heated IonSpray probe for use in the Turbo V Source. Accepts flow rates from 5 to 3000 ul/min without splitting.</p> <p>APCI Probe Atmospheric Pressure Chemical Ionization probe for use in Turbo V Source. Accepts flow rates of 200 to 3000 ul/min.</p> <p>Analyst software for control, data acquisition, and data processing on AB SCIEX QqQ and QTRAP(R) mass spectrometers. Includes 2 licenses: 1 license for the instrument workstation, and 1 processing-only license for an extra non-instrument PC. Compatible with Windows XP SP3 or 2000 SP4.</p> <p>Cliquid 3.0 Software Startup Kit Software for Routine Analysis and Microsoft office only. Designed for users who want to employ their own tests or to add tests using the iMethods Test products (to be purchased separately). Two sample methods and an example System Suitability test are included.</p> <p>MultiQuant(TM) Software Version 2.0 Base Version for quantitation of small and large molecule compounds. Compatible with all AB SCIEX QTRAP® and Triple Quad# based platforms. One DVD and one perpetual license included. Scheduled® MRM and Audit Trail & Security functionality are not included in this version.</p> <p>Dell Optiplex 960 Core 2 Duo, 3.0GHz processor, 4 GB RAM, 2x500GB hard drives with RAID 1 configuration, DVD RW (CD RW capable), 3 Ethernet ports, Laser 6-button mouse and keyboard. Built-in DisplayPort Video (with adapter) capable of a maximum digital resolution of 1920x1200. The computer is imaged with Windows XP SP3 Professional (licensed with Vista Business) and drivers. This PC is RoHS compliant and can be used as an acquisition workstation or stand-alone processing computer. (This computer contains no GPIB PCI card for instrument communication.USB GPIB is included in instrument installation kit where instrument control by GPIB is required.)</p> <p>Dell 22 inch Widescreen LCD Monitor</p>				

Quotation

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PAGE 3 of 11

QUOTE NO.: 20717734
QUOTE VALID TO: 04/02/2011
QUOTE DATE: 02/10/2011

To: Roberta Wagner
 State of West Virginia

**Please reference Quote No.
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Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
		<p>Edgeport USB to serial converter box with 4 port connections and one meter USB cable. Required to control more than 2 peripheral devices. Requires the purchase of appropriate peripheral cables.</p> <p>LIMITED WARRANTY: Standard parts and labor warranty for 1 year starting from the completion of instrument commissioning, including 1 PM visit {as provided in AB SCIEX's written limited warranty statement and accompanying terms in the user manual or other product documentation}.</p> <p>TRAINING: Tuition for one person for an Operator Training Class at an AB SCIEX facility (does not include travel and living expenses). This training session is valid for one year from installation and is not transferable.</p>				
0002	N020-0514	<p>API ONSITE CONSULTATION (CHARGE PER DAY) NOTE Cancellations of on-site FAS support that have been scheduled at least three weeks in advance are subject to a \$1,000.00 cancellation fe (or its dollar equivalent of time)IF the customer cancellation occurs within 5 working days of the agreed to date to come on-site with the customer.</p>	2.00	3,500.00	3,500.00	7,000.00
0003	800-L	<p>HP® LaserJet P2035n Printer List price: \$299.99</p>	1.00	0.01	299.99	299.99
0004	4455829	<p>PARKER TRIGAS GENERATOR W COMPR - 120VAC Parker Balston LCMS TriGas Generator with Compressor, 120vac 50/60hz and 220/230vac 50/60hz, for North America</p>	1.00	26,849.00	26,849.00	26,849.00
0005	800-L	<p>PARKER mk5000, Filter Maintenance Kit List price: \$851.00</p>	1.00	0.01	851.00	851.00
0006	4461909	<p>BINARY PUMP,AGILENT 1260 INFINITY Maximum pressure 600 bar. Includes binary pump, Poroshell 120 EC-C18, 4.6x50mm, 2.7mm column, connecting capillaries, bottles, solvent cabinet and CAN cable.</p>	1.00	20,373.00	20,373.00	20,373.00
0007	4462286	<p>HPLC SYSTEM TOOL KIT (G4203-68708)</p>	1.00	334.00	334.00	334.00

Quotation

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PAGE 4 of 11

QUOTE NO.: 20717734
QUOTE VALID TO: 04/02/2011
QUOTE DATE: 02/10/2011

To: Roberta Wagner
 State of West Virginia

**Please reference Quote No.
 when placing your orders.**

Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
		Contains tools required for operating and maintaining an Agilent 1260 Infinity Series LC system.				
0008	4462793	ACTIVE SEAL WASH FOR BINARY PUMP(G1399A) For improved seal life if using buffer solvents. (G1399A)	1.00	2,115.00	2,115.00	2,115.00
0009	4462289	INTERNAL SOLVENT SELECTION VALVE(G1381A) Two A/B-Channel solvents.	1.00	2,328.00	2,328.00	2,328.00
0010	1023559	AGILENT 1200 INSTANT PILOT Handheld control modules allows LC system to be operated as stand-alone.	1.00	3,250.00	3,250.00	3,250.00
0011	4462020	DEGASSER,MICRO VACUUM AGILENT 1260 Includes 4-channel vacuum degasser, remote control cable and connecting tubing (G1379B). 1 ml internal volume per channel with maximum flow rate of 5 ml/min per channel.	1.00	4,335.00	4,335.00	4,335.00
0012	4462311	AUTOSAMPLER,HIGH PERFORMANCE AGILENT1260 600 Bar Max pressure. For standard and high-throughput applications. Flow through design. 0.1 to 100 uL inj. volume. Vials and 2x Microtitre plates.	1.00	21,706.00	21,706.00	21,706.00
0013	1023579	1290 THERMOSTAT MODULE FOR A/S (G1330B) Includes Peltier device to control the temperature of the Agilent series autosamplers	1.00	5,420.00	5,420.00	5,420.00
0014	4445222	THERMO COLUMN COMP,AGILENT 1290 INFINITY Agilent 1290 Infinity Thermostated Column Compartment: For use with any 1290 Infinity System or 1200 Series Method Development System. Temperature up to 100 degree C.	1.00	5,774.00	5,774.00	5,774.00

Quotation

AB SCIEX LLC
 110 Marsh Drive
 Foster City, CA 94404 U.S.A.
 Toll Free: (877) 740-2129 Fax: (650) 627-2803

QUOTE NO.: 20717734
 QUOTE VALID TO: 04/02/2011
 QUOTE DATE: 02/10/2011

To: Roberta Wagner
 State of West Virginia

**Please reference Quote No.
 when placing your orders.**

Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
***** Quotation List Price Total: \$495,634.99 Less Discount Total: \$220,044.55 Quotation Net Price Total: \$275,590.44 *****						
OPTIONAL ITEMS: (Optional items are not included in the Quotation Total)						
0015	WC013873	Single Syringe Pump Assembly Harvard Syringe Pump for closed loop injection and infusion WC013873	1.00	1,900.00	1,900.00	1,900.00
0016	ZG12-SCAPI4000	Assurance 2PM API4000 This Assurance Plan is subject to and governed by the AB SCIEX Service Agreement Terms and Conditions attached to this Quotation, rather than AB SCIEX's General Terms and Conditions of Sale. By ordering or otherwise accepting an Assurance Plan, you agree to these Service Agreement Terms and Conditions to the exclusion of all other terms relating the Assurance Plan not expressly agreed to in writing by an authorized representative of AB SCIEX.	1.00	39,443.00	19,721.50	19,721.50
0017	ZG11-SC1200BINARY	Assurance 1PM Agilent 1200 BINARY This Assurance Plan is subject to and governed by the AB SCIEX Service Agreement Terms and Conditions attached to this Quotation, rather than AB SCIEX's General Terms and Conditions of Sale. By ordering or otherwise accepting an Assurance Plan, you agree to these Service Agreement Terms and Conditions to the exclusion of all other terms relating the Assurance Plan not expressly agreed to in writing by an authorized representative of AB SCIEX.	1.00	6,244.00	4,683.00	4,683.00

Quotation

AB SCIEX LLC
110 Marsh Drive
Foster City, CA 94404 U.S.A.
Toll Free: (877) 740-2129 Fax: (650) 627-2803

PAGE 6 of 11

QUOTE NO.: 20717734
QUOTE VALID TO: 04/02/2011
QUOTE DATE: 02/10/2011

To: Roberta Wagner
State of West Virginia

**Please reference Quote No.
when placing your orders.**

Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
<p>Note: AB SCIEX makes no warranty whatsoever in regard to products or parts furnished by third parties; such products or parts will be subject to the warranties, if any, of their respective manufacturer (applies to all 800-L items quoted).</p> <p>The items quoted are being offered as a convenience to the customer and may only be purchased in conjunction with AB SCIEX products listed above.</p> <p>THE SPECIAL DISCOUNTS APPLIED TO THIS QUOTATION ARE VALID UNDER THIS QUOTATION ONLY AND IS CONTINGENT UPON RECEIPT OF YOUR PURCHASE ORDER FOR ITEMS AS QUOTED, ON OR BEFORE THE "QUOTE VALID" DATE.</p> <p>Shipments are made immediately upon availability.</p> <p>All orders made in reference to this quotation must include all part numbers and quantities as listed. If you would like to modify this order, please contact your Sales Representative.</p>						
<p>All information provided on this quotation is confidential between our Customer and AB SCIEX.</p> <p>To place your order:</p> <p>Fax # 650-627-2803, Attn: Sales Administration or phone 1-877-740-2129</p>						

AB SCIEX GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale ("Terms") shall govern all orders for and purchases of products and services from AB SCIEX ("ABS"), including installation of equipment, unless other terms are specifically designated by ABS to apply to a specific product or service, or ABS and buyer have entered into a master purchase agreement or other written agreement that expressly provides that its terms supersede and replace these Terms with respect to the products or services covered by the master purchase or other agreement (See Section 12, SOLE TERMS, INCONSISTENCIES, ORDER OF PRECEDENCE).

1. PRICE. The price for any product or service (hereinafter collectively "Product") shall be the price stated in ABS's quotation to buyer for the Product ("ABS's Quotation") or, if ABS has not issued a quotation, ABS's list price of the Product at the time ABS receives buyer's purchase order. ABS's quotations are valid for 30 days from the quotation date unless otherwise stated in ABS's Quotation. If ABS's price is stated by reference to a price list then the price shall be ABS's list price in the jurisdiction in which the Product is to be delivered or performed in effect at the time ABS receives buyer's purchase order. Prices stated are exclusive of all taxes, fees, licenses, duties, levies or other governmental assessments ("Taxes") and, unless otherwise stated in ABS's Quotation, shipping and handling charges, freight and insurance. All Taxes related to Product shall be paid by buyer (other than taxes assessed against ABS's net income), or in lieu thereof, buyer shall provide ABS with a tax exemption certificate acceptable to the relevant taxing authorities. Taxes and other charges payable by buyer may be billed as separate items on ABS's invoice.

2. PAYMENT TERMS; COLLECTION COSTS; SECURITY TERMS. Payment terms are net 30 days from date of ABS's invoice. If ABS deems buyer to be or to have become uncreditworthy, ABS shall have the right to require alternative payment terms, including without limitation sight draft, letter of credit, or payment in advance. Payment for partial shipments shall be based on unit or prorated prices, and payment for partial installation(s) shall be based on percentage of completion of installation, as reasonably determined by ABS. If payment is not received by the due date, ABS may assess and buyer agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate, whichever is less, of the amount due from the due date to the date of payment. If ABS retains a collection agency or attorney to collect unpaid amounts, ABS may invoice buyer for, and buyer will pay, all reasonable costs of collection, including without limitation reasonable attorneys' fees. Buyer hereby grants to ABS and ABS reserves a purchase money security interest in all tangible Product purchased from ABS, and in any proceeds thereof, for all amounts owing to ABS for or related to such Product. Upon request by ABS, buyer shall sign any reasonable documents required for ABS to perfect such security interest and, to the fullest extent permitted by law, buyer hereby expressly grants ABS authority and a limited power of attorney to file financing statements and amendments thereto for and on behalf of buyer for such Product and any proceeds thereof. Payment in full of all amounts owed for and related to such Product shall release such security interest in the Product and proceeds.

3. CREDIT TERMS. ABS may, at any time and in its sole discretion, limit or cancel the credit of buyer as to time and amount, suspend shipments, demand payment in cash before delivery of Product, or demand other assurances of buyer's performance. If buyer fails to agree and comply with the different terms of payment demanded, or fails to give adequate assurances of performance, ABS may, without prejudice to any other right or remedy ABS may have: (i) by notice to buyer, treat such failure or refusal as a repudiation by buyer of that portion of buyer's order not then fully performed, whereupon ABS may cancel all further deliveries, and any amounts unpaid for non-cancelled Product shall immediately become due and payable; or (ii) make shipments under reservation of a security interest and demand payment against tender of title documents.

4. ACCEPTANCE OF ORDERS, DELIVERY, TITLE AND RISK OF LOSS, INSTALLATION. ABS may accept or reject any buyer purchase order for Product in whole or in part. If a purchase order is accepted, ABS will use reasonable efforts to ship tangible Product or perform services, including equipment installation if agreed to by ABS, subject to the purchase order within a reasonable time after ordered, or, if a shipment, service commencement or installation date is indicated in ABS's Quotation or otherwise agreed upon in writing by an authorized representative of ABS, on or before such date. ABS may make delivery in installments, and each installment shall be deemed to be a separate sale. ABS may render a separate invoice for each installment, which invoice shall be paid without regard to prior or subsequent installments. Unless indicated otherwise in ABS's Quotation, title and risk of loss with respect to all Products except Products that are software or services, and risk of loss with respect to software, shall pass from ABS to buyer upon transfer of possession of the Product to a common or other third party carrier at ABS's facility. If ABS has undertaken to install a Product, it is buyer's responsibility, at buyer's cost, to have the installation site prepared and available for installation free of hazardous or unsafe conditions and, unless ABS otherwise agrees, to move the Product, uncrated, from the buyer's delivery dock or receiving location to the table top or other place of installation. Buyer shall not assign ABS personnel to work in biosafety level 3 or level 4 laboratories without prior written notice to ABS and ABS's consent.

5. CANCELLATION AND DEFERRAL. BUYER MAY NOT CANCEL ANY PURCHASE ORDER. However, unless otherwise stated in ABS's Quotation, buyer may defer the shipment date one time for up to 60 days for instruments and other hardware, and up to 30 days for reagents, consumables and other tangible Product, by giving written notice to ABS at least 30 days before the scheduled shipment date for instruments and other hardware, and at least 10 days before the scheduled shipment date for other Product.

6. REJECTION AND RETURN OF GOODS. Any claims for damaged, missing or defective Product must be reported in writing by buyer within 15 days from the date of buyer's receipt of the Product. In addition, buyer must promptly return a rejected Product to ABS, C.O.D., unused and in a condition no worse than that delivered to buyer and in the Product's original containers and packing material, accompanied by a valid return authorization number obtained from ABS. ABS may refuse any Product not timely rejected or sought to be returned without a valid return authorization number. For any valid claim timely made, ABS, at its option, may repair the Product or replace the Product with an identical or substantially similar Product. Shipping charges will not be credited. **THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR DAMAGED OR MISSING PRODUCT, AND, EXCEPT FOR EXPRESS WRITTEN WARRANTY RIGHTS, FOR DEFECTIVE PRODUCT.** ABS may require that buyer sign and deliver a properly completed certificate of decontamination prior to returning any Product.

7. LIMITED WARRANTY. ABS makes only those warranties with respect to Product expressly identified as "warranties" and set forth in ABS's current operating manual or catalog, or in a specific written warranty included with and covering Product, if any. Warranties are made only to the buyer purchasing the Product directly from ABS, are not transferable and do not extend to the benefit of any other person or entity, unless otherwise expressly stated in writing by ABS. **ANY PRODUCT NOT COVERED BY AN EXPRESS WRITTEN WARRANTY IS SOLD AND PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED.** Any description of Product recited in ABS's Quotation is for the sole purpose of identifying Product, and any such description is not part of any contract between ABS and buyer and does not constitute a warranty that Product shall conform to that description. Any sample or model used in connection with ABS's Quotation is for illustrative purposes only, and is not part of any contract between ABS and buyer and does not constitute a warranty that Product will conform to the sample or model. No affirmation of fact or promise made by ABS, whether or not in ABS's

Quotation, shall constitute a warranty that Product will conform to the affirmation or promise. Unless otherwise specified in writing in documentation shipped with Product or otherwise agreed by ABS in writing, ABS does not provide service or support for custom products or other products made to buyer's specifications. **THE WARRANTIES IDENTIFIED IN THE FIRST SENTENCE OF THIS PARAGRAPH ARE ABS'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCT AND ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.**

8. INTELLECTUAL PROPERTY AND RELATED INDEMNITY.

8.1 BY ABS. Subject to the restrictions set forth in this Section 8 and provided buyer complies with its obligations in this Section 8, ABS agrees to defend buyer, and indemnify buyer from and against any infringement damages finally awarded, in any legal action or proceeding brought by a third party against buyer to the extent that such action is based on a claim that the manufacture and sale of a Product by ABS infringes any United States or foreign patent, copyright, trademark or other intellectual property right of such third party if ABS had actual knowledge of such intellectual property right and infringement at the time of delivery of the Product to buyer. Notwithstanding the foregoing, ABS shall have no liability or obligation under this Section 8 with respect to any claim of infringement based upon: (i) modifications to any Product made by buyer or a third party; (ii) manufacture, assembly, labeling or branding of Product by ABS pursuant to specifications or designs or requests for specific labeling or branding furnished by buyer. Notwithstanding anything herein to the contrary, ABS shall have no indemnification obligations with respect to Product originating from a third party and provided under these Terms. Buyer's sole right to indemnification with respect to such third party Product shall be pursuant to the original manufacturer's or licensor's indemnification obligations, if any, to the extent provided by the original manufacturer or licensor.

8.1.1 Buyer's Obligations. Buyer must notify ABS in writing of any claim for which it may seek defense and indemnity from ABS hereunder promptly after becoming aware of such claim, make no admission of liability with respect to the claim, and cooperate with and provide reasonable assistance to ABS, at ABS's expense with respect to reasonable out of pocket expenses paid by buyer to third parties for such assistance, in the defense or settlement of such claim. ABS shall have sole authority to defend and/or settle any claim under this Section 8. ABS's obligations under this Section 8 are contingent upon buyer's compliance with all of the foregoing.

8.1.2 Remedy for Infringement, Rights of ABS, Exceptions. If any Product or portion thereof is subject to a suit or other legal proceeding claiming that the Product or such portion infringes a third party's intellectual property right, or in ABS's opinion is (are) likely to become subject of such a claim, ABS shall, at its option, have the right to either: (a) procure for buyer the right to continue using the Product; or (b) modify the Product so that it becomes non-infringing; or (c) require buyer to return the Product and upon return, refund to buyer the price actually paid by buyer for the Product, less a reasonable amount for use, damage and obsolescence; or (d) substitute for the alleged infringing Product other suitable, non-infringing Products with comparable functionality.

8.1.3 ENTIRE LIABILITY. THE FOREGOING STATES THE ENTIRE LIABILITY OF ABS, AND THE EXCLUSIVE REMEDY OF BUYER, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF PATENT, COPYRIGHT, TRADE SECRET OR ANY OTHER INTELLECTUAL PROPERTY RIGHT BY OR IN CONNECTION WITH ANY PRODUCT.

8.2 BY BUYER FOR BUYER'S MODIFICATIONS OR SPECIFICATIONS. If buyer modifies any Product or furnishes ABS with specifications or designs or requests for specific labeling or branding, buyer agrees to defend, indemnify and hold ABS harmless against all liabilities, damages, costs, expenses and claims arising from or based upon buyer's modifications or ABS's manufacture and sale of Product or other performance in compliance with such specifications or designs or requests for labeling or branding.

9. COMPLIANCE WITH LAWS, USE OF PRODUCT, VALIDATION. Without limiting the generality of the paragraph above entitled "LIMITED WARRANTY," unless otherwise expressly stated in writing by ABS, no claim or representation is made or intended (i) as to any clinical use of any Product (whether diagnostic, prognostic, therapeutic, blood banking or any other clinical use), (ii) that any Product has been cleared, approved, registered or otherwise qualified (collectively, "Approval") by ABS with any regulatory agency for use in any clinical procedure or for other use requiring compliance with any federal, state, provincial, European or any other governmental agency or regulatory body regulating diagnostic, therapeutic, blood or other clinical products, medical devices or similar products (collectively, "Regulatory Laws"), (iii) that any Product will satisfy the requirements of any governmental body or other organization, including, but not limited to, the United States Food and Drug Administration or the International Organization for Standardization, or (iv) that any Product or its performance is suitable or has been validated for any specific use or application. Product should not be used for any purpose that would require Approval unless proper Approval is obtained, or, in the case of use in diagnostic laboratory systems and then only to the extent permitted by law, the laboratory has validated its complete system as required by the Clinical Laboratory Improvements Act of 1988, as amended, in the United States or equivalents in other countries. Buyer agrees that if it elects to use Product for a purpose that would subject buyer, its customers or any Product to the jurisdiction of Regulatory Laws or other applicable law, buyer shall be solely responsible for obtaining any required Approvals or other approvals and otherwise ensuring that its use of any Product complies with such laws. Unless otherwise expressly stated in writing, Products have not been tested by or for ABS for any particular use or purpose, or for safety or efficacy. Buyer agrees that it is buyer's responsibility, and not ABS's, to validate the performance of Products for any specific use or application and to ensure that Products meet applicable regulatory, certification, validation or its other requirements, since the use and performance characteristics of Products have not been validated by ABS for any specific use or application, except as may be otherwise expressly set forth by ABS in writing. Product should be used in strict accordance with applicable instructions, warnings and other information in user manuals and other Product documentation.

10. FORCE MAJEURE. ABS shall not be liable for any delay or failure of performance, including without limitation failure to deliver or failure to install, where such delay or failure arises or results from any cause beyond ABS's reasonable control, including, but not limited to, flood, fire, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure, unusually severe weather, earthquake or other act of God, power loss or reduction, strike, lock-out, boycott or other labor disputes of any kind (whether relating to its own employees or others), embargo, governmental regulation or an inability or delay in obtaining materials. In the event of any such delay or failure of performance, ABS shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances; and ABS shall also have the right, to the extent necessary in ABS's reasonable judgment, to apportion Product then available for delivery fairly among its various customers in such manner as ABS may consider equitable.

11. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL ABS BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY, OR UNDER ANY STATUTE OR ON ANY

OTHER BASIS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES SUSTAINED BY BUYER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR CAUSED BY PRODUCT, ABS'S PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS RELATING TO THE PURCHASE OF PRODUCT OR PERFORMANCE OF SERVICES, ABS'S BREACH OF THESE TERMS, THE POSSESSION OR USE OF ANY PRODUCT, OR THE PERFORMANCE BY ABS OF ANY SERVICES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT ABS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS.

12. SOLE TERMS; INCONSISTENCIES; ORDER OF PRECEDENCE. These Terms, together with ABS's Quotation, any applicable label license or patent statement or other written conditions of use, any other terms and conditions expressly agreed to in writing by an authorized representative of ABS (collectively, "ABS's Terms"), and buyer's statement on its purchase order (if accepted by ABS) of the name or identity of the Product(s) purchased, quantity, delivery date, bill to and ship to address and, if accurate, price (and only such information on buyer's purchase order), constitute the complete, exclusive and entire agreement between ABS and buyer with respect to purchases of Product (unless other terms and conditions are expressly designated to be applicable by ABS in writing), and ABS's offer to sell Product is expressly limited to such terms. Such terms shall take precedence over and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, and any of buyer's additional or different terms and conditions, which are hereby rejected and shall be void. Buyer's submission of a purchase order or other instrument for or regarding the purchase of Product, whether or not in response to an ABS Quotation, shall be deemed acceptance of and agreement to ABS's Terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order (except the name or identity of products purchased, quantity, delivery date, bill to and ship to address and, if accurate, price) or other instrument, which are hereby deemed to be material alterations and notice of objection to which is hereby given, notwithstanding anything contained to the contrary in buyer's purchase order or other instrument or elsewhere. Any acceptance by ABS of any offer of buyer is expressly conditioned on buyer's assent to and acceptance of ABS's Terms to the extent they are additional or different terms from those of buyer's offer. Except as otherwise provided in these Terms, in the event of an inconsistency between these Terms and the terms appearing on ABS's Quotation or other agreement signed by an authorized representative of ABS, the terms appearing on ABS's Quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these Terms, and all other provisions of these Terms shall remain in full force and effect.

13. NO IMPLIED RIGHTS. Nothing in these Terms shall be deemed or construed (i) as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise; (ii) to limit ABS's rights to enforce its patent or other intellectual property rights, including, without limitation, as to use of any Product beyond that granted under any patent or other intellectual property label license or statement applicable to the Product; (iii) as granting buyer any right to be supplied with any Product or component thereof beyond those ordered by buyer and supplied by ABS in accordance with these Terms; or (iv) as a license or grant of any right to buyer to manufacture or to have manufactured any Product.

14. CHOICE OF LAW. Any contract between ABS and buyer relating to Product, including these Terms, and any disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of California, U.S.A., excluding both its choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

15. EXPORT CONTROLS. Buyer agrees that it will not export or transfer Product for re-export in violation of any United States laws or the laws of any other jurisdiction, or to any denied or prohibited person, entity, or embargoed country in violation of such laws.

16. MISCELLANEOUS. No amendment of ABS's Quotation or these Terms or modification thereof shall be binding unless in writing and signed by a duly authorized representative of both ABS and buyer. ABS's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these Terms for any other purpose. If any provision of these Terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect.

AB SCIEX LLC PERFORMANCE AGREEMENT TERMS AND CONDITIONS

1. These Performance Agreement Terms and Conditions shall govern all orders for and purchases from AB Sciex LLC (herein called "AB") of Performance Plans and other agreements for services relating to instruments and other equipment, including the maintenance, repair, installation, relocation or servicing of instruments and other equipment, and sets forth the agreement between AB and its customer regarding the performance of such services, unless other terms are specifically designated by AB to apply to a specific service (See Section 20 below).
2. Services under all Performance Plans of AB are provided during normal working hours (Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays). Planned maintenance ("Planned Maintenance") will be performed in accordance with AB's Planned Maintenance procedures and checklist for the instrument or component being serviced.
3. The decision to repair or replace any parts of the instrument will be made by AB on the basis of which approach will provide the Customer with the best service. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of AB.
4. AB will use reasonable efforts under the circumstances to provide service as quickly as possible. The service will be scheduled at a time mutually agreed upon by AB and the Customer.
5. AB warrants that it will provide its services at least in accordance with generally accepted standards prevailing in the instrument repair industry at the time and place performed. Warranty claims must be made within ninety (90) days after services are performed. **AB MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. AB'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES AT AB OPTION. THESE ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.**
6. This Performance Agreement does not cover replacement of parts, costs, repairs or adjustments due to Year 2000 noncompliance or for defects caused by or repairs necessitated by acts of nature, misuse, carelessness or unauthorized changes to the instrument made by the Customer, Customer's employees, agents or an unauthorized contractor. This Performance Agreement also does not require AB to repair or replace parts that are radioactive or contaminated with biological, toxic or other dangerous materials or substances.
7. This Performance Agreement does not cover costs, repairs, or adjustments made necessary by connection of the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, or by any interruption or surge in voltage (see Instruction Manual for specifications).
8. Payment terms are net 30 days from date of AB's invoice to customer. If payment is not received by the due date, AB may assess and customer agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate, whichever is less, of the amount due from the due date to the date of payment. If AB retains a collection agency and/or attorney to collect unpaid amounts, AB may invoice customer for, and customer will pay, all costs of collection, including without limitation reasonable attorneys fees.
9. The initial term of this Performance Agreement is one year commencing on the date designated by AB in its quotation or otherwise specified to Customer. This Performance Agreement may be terminated by either party upon at least thirty (30) days written notice to the other party. Termination will be effective thirty (30) days after the receipt of such notice, or at a later date if one is so specified in the notice ("Termination Date"). Termination cannot be made effective prior to thirty (30) days after notice is received. AB will cease performance under this Performance Agreement on the Termination Date unless the Customer specifies a separate, earlier date in writing ("Cessation Date"). In that event, AB will cease performance under this Performance Agreement on such Cessation Date.
10. In the event of termination of this Performance Agreement under Section 9, AB shall calculate at its sole discretion the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under this from its effective date until the Termination Date. The Customer's total payment obligation to AB under this Agreement shall equal (1) the amount so calculated or (2) the prorated price of this Agreement from its effective date until the Termination Date, whichever is greater, plus ten percent (10%) of the total fee paid for this Performance Agreement, not to exceed the total amount paid. Any payments made by Customer to AB in excess of this amount shall be credited to the Customer's account within thirty (30) days after the Termination Date toward future purchases of AB instruments, consumables or Performance Plans. Any unpaid portion of this amount shall be immediately due upon Customer's receipt of an invoice from AB. If a Performance Plan is terminated early in connection with the trade in of a used AB instrument for a new AB instrument, the credit may be applied toward purchase of a Performance Agreement for the new instrument. Contact your AB service representative for details. No cash refunds will be made on account of the early termination of any Performance Plan or other agreement for services.
11. AB will indemnify and hold Customer harmless from and against any and all claims for injury or death of persons, or damage to tangible property, occurring while AB personnel are on Customer's premises performing services pursuant to this Agreement to the extent caused by the negligent acts or negligent omissions of AB, provided AB is given prompt notice of any such claim and the opportunity to control the defense and settlement of same.
12. **IN NO EVENT SHALL AB BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNATIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM SERVICES OR OTHERWISE, EVEN IF AB IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL AB BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF INSTRUMENT FAILURE, WITHOUT LIMITING THE FOREGOING, EXCEPT SOLELY FOR ANY PAYMENTS MADE UNDER AB'S INDEMNITY SET FORTH IN SECTION 11, AB TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS PERFORMANCE AGREEMENT AND SERVICES RENDERED, IN CONTRACT, TORT, WARRANTY OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO AB PURSUANT TO THIS AGREEMENT.**
13. Parts in contact with any liquid are considered wetted and may be deemed user replaceable and not covered by this Performance Agreement, including, but not limited to seals, filters, gaskets, etc.
14. Use of any non-AB's parts or reagents that deposit or cause to be deposited residual matter in the instrument flow path or that otherwise interrupt the flow path that are reasonably determined by AB to have caused instrument failure will require remedial repairs of the effected parts to be completed outside the Performance Agreement at AB's then prevailing rates for billable service.
15. Ancillary equipment not manufactured by AB and deemed by AB as non-integral to the system or the operation of the instrument may be excluded from this Performance Agreement.
16. AB makes no representation whatsoever that services under this Agreement satisfy or will satisfy any requirements of any governmental body or other organization, including, but not limited to, any requirement of the United States Food and Drug Administration or the International Organization for Standardization. Customer agrees that it is the Customer's responsibility to ensure that such services are adequate to meet its regulation/certification requirements and that all requirements of any governmental body or other organization, including, but not limited to, any requirement of the United States Food and Drug Administration or the International Organization for Standardization are the responsibility of Customer.
17. This Performance Agreement is not assignable or otherwise transferable by Customer. Any assignment or transfer or attempt to assign or to transfer the Performance Agreement by Customer shall be void.
18. AB may require a completed Certificate of Decontamination, or transfer of an instrument to a suitable safe and secure location, as a condition to servicing any instrument. Customer warrants that any instrument or component to be serviced pursuant to this Performance Agreement will be fully decontaminated of radioactive, biological, toxic or other dangerous materials or substances prior to servicing so that the

service technician will not be exposed to any such materials.

19. Performance Plans do not include customer training or services related to the relocation of instruments unless otherwise specifically stated in writing by AB in any particular case.

20. This Performance Agreement, together with AB's quotation regarding the Performance Plan or other services subject to these terms and conditions (collectively, "AB's Terms"), represents the entire agreement between the parties and supersedes and entirely replaces (i) any previous agreements between the parties with respect to the subject matter herein and (ii) any pre-printed, standard or other terms set forth in customer purchase order or any other document not signed by an authorized representative of AB, which are hereby rejected and shall be void.

Customer's submission of a purchase order or other instrument regarding the purchase of a Performance Plan in response to AB's quotation or any other AB document that includes or incorporates these shall be deemed acceptance of these terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order or other instrument, which are hereby deemed to be material alterations and notice of objection to which is hereby given, notwithstanding anything contained to the contrary in such purchase order or other instrument or elsewhere. Any acceptance by AB of any offer of customer is expressly conditioned on customer's assent to and acceptance of AB's Terms to the extent they are additional or different terms. Except as otherwise provided in these terms, in the event of an inconsistency between these terms and the terms appearing on AB's quotation or other agreement signed by an authorized representative of AB, the terms appearing on AB's quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these terms, and all other provisions of these terms shall remain in full force and effect.

21. No amendment of these terms or modification thereof shall be binding unless in writing and signed by a duly authorized representative of both AB and customer. AB's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these terms for any other purpose. If any provision of these terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect. No additions or modifications to this Performance Agreement shall be valid unless specifically agreed to in writing by both parties. This Performance Agreement shall be governed by the laws of the State of California, exclusive of its conflict of laws rules.

States participating in the CDC-LRN Program and using AB SCIEX instruments

Alabama

Arizona

Arkansas

California

Colorado

Connecticut

District of Columbia

Delaware

Florida

Georgia

Iowa

Indiana

Massachusetts

Maryland

Michigan

Missouri

Mississippi

Minnesota

North Carolina

Nebraska

New Jersey

New Mexico

New York

Nevada

Ohio

Pennsylvania

Rhode Island

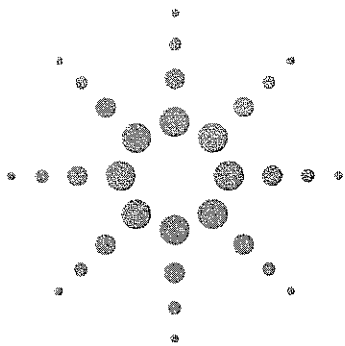
South Carolina

South Dakota

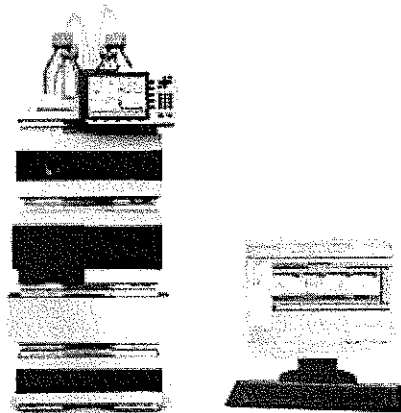
Texas

Virginia

Wisconsin



Agilent
1260 Infinity LC



**Infinitely more
confident**

1260

products | applications | software | services

Our measure is your success.



Agilent Technologies

Agilent 1260 Infinity LC

Infinitely more confident.

The new **1260 Infinity LC** sets higher standards in performance and value to give you more confidence in your results. The 600 bar power range combines with 80 Hz UV detector speeds and up to 10 times higher sensitivity. That's true RRLC performance! At the same time you can run your existing HPLC methods – completely unchanged. In short, the best solution for any HPLC or RRLC application.

And within the price range of a typical HPLC!

Raising the HPLC standard

The 1260 Infinity LC raises the bar in HPLC! With a 600 bar power range up to 5 mL/min for isocratic, quaternary and binary systems – and 200 bar up to 10 mL/min for isocratic and quaternary systems – plus 80 Hz detector speeds and 10 x higher sensitivity, you will reach new levels of versatility, higher resolution and faster separations.

100% HPLC compatibility

On one system you can run your established and validated HPLC methods – unchanged – as well as push RRLC to new levels of performance.

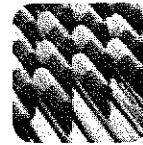
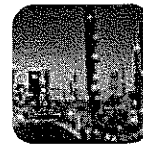
HPLC price – RRLC performance

The 1260 Infinity LC is priced similar to earlier 1200 Series HPLC Systems and significantly lower than 1200 Series RRLC systems – so you get much more value for your investment.

Infinitely more choice

The modular design concept of the 1260 Infinity LC and the wide range of solvent delivery, injection and detection options, allow you to configure a system that matches exactly your needs for chromatographic performance and flexibility. Whatever your application needs you can be confident of achieving higher quality data and faster results. Mix and match modules to configure your system for:

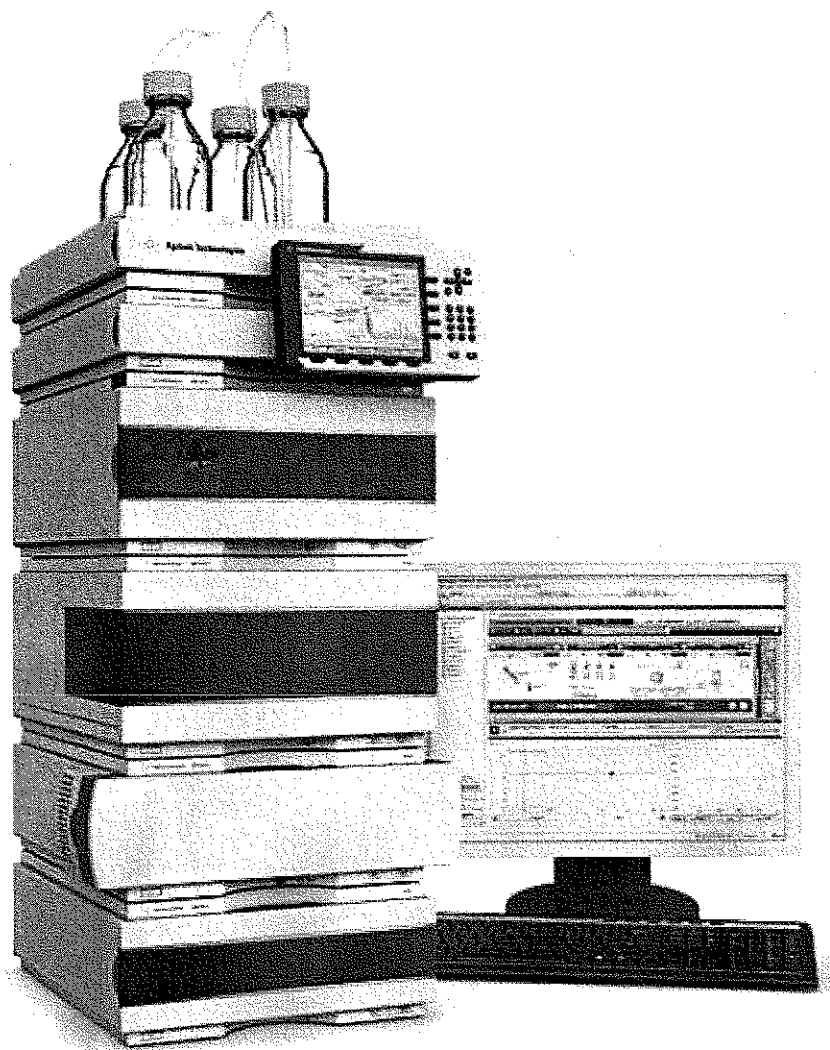
- Analytical LC with binary, quaternary or isocratic elution
- Low-flow LC with capillary or nano-scale flow rates
- Purification at micro, analytical or prep scale
- Workflow and application-based LC and LC/MS solutions for automated method development, multi-methods, walk-up, high capacity or high throughput



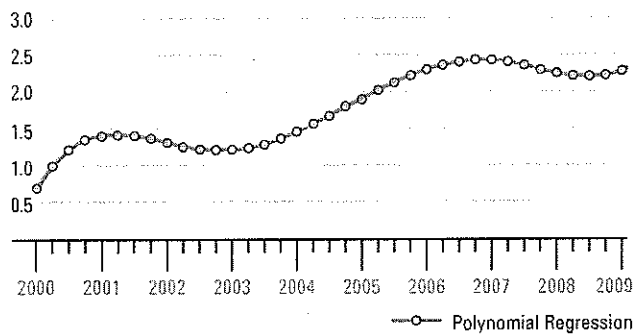
Best solution for any application – and any budget



For utmost flexibility Agilent has created a continuum of products – from compact instruments for routine LC to ultrahigh performance LC/MS systems. Choose the best configuration to optimize every part of your laboratory operations and rest assured that each system can be enhanced as required to meet future challenges.



Agilent Quality Index



Our continuous commitment to reliability and robustness is reflected in the Agilent Quality Index that has more than tripled over the last 10 years.

To learn more about the Agilent 1260 Infinity Series, visit www.agilent.com/chem/1260

Higher sensitivity means higher productivity

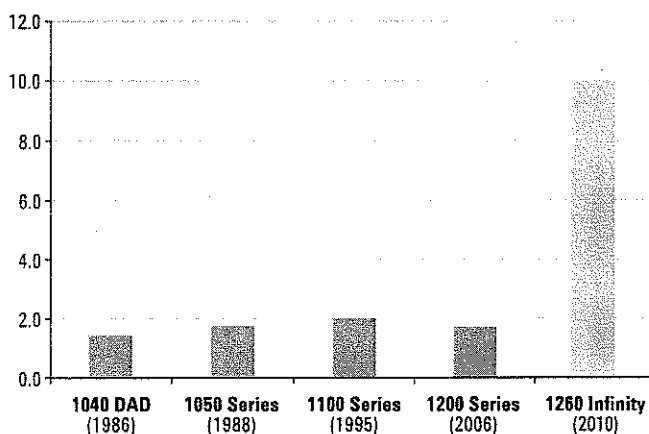
Boost your lab – tenfold!

Using the same innovative technology that makes the 1290 Infinity LC the most powerful system available, the 1260 Infinity Diode Array Detector now brings up to 10 times higher sensitivity with 80 Hz detection speed to HPLC. Combined with the detector's superior baseline performance means you can cope with the narrowest peaks and lowest detection limits for more confidence in your results and higher productivity in your lab.

Boosting HPLC sensitivity...

Fitted with a 60 mm path length Agilent Max-Light cartridge cell, the 1260 Infinity Diode Array Detector achieves a peak-to-peak noise level of 0.6 μ AU/cm (ASTM). This is the most significant improvement in detection sensitivity ever brought to HPLC and is proof of Agilent's relentless innovation and groundbreaking contributions to LC technology.

n-fold sensitivity increase over previous models

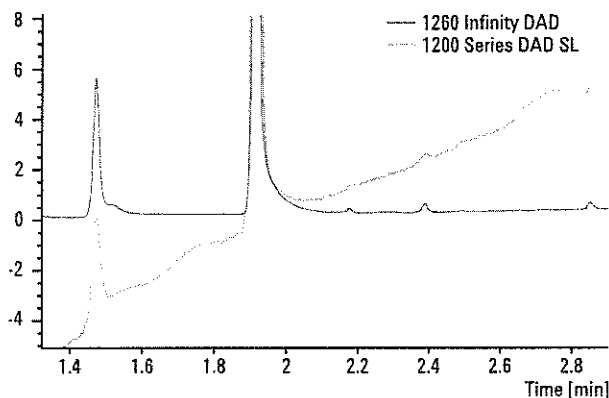


Compared to the 1040 DAD – the world's first diode array detector – the new 1260 Infinity Diode Array Detector represents the most significant increase in detection sensitivity for HPLC users.

...and HPLC baseline robustness

Highest sensitivity is not the only important performance characteristic. The 1260 Infinity DAD is also significantly less susceptible to refractive index effects for highest baseline robustness – the examples on page 5 show how this helps you in your day-to-day work.

Absorbance [mAU]



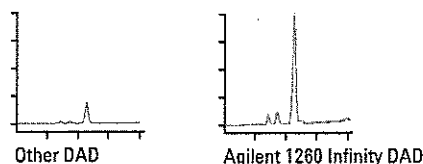
Highest baseline robustness through significantly reduced refractive index effects.

Your pathway to higher productivity

The sensitivity boost offered by the new 1260 Infinity LC not only gives you more confidence in your results – it also allows you to achieve higher levels of productivity.

Higher confidence

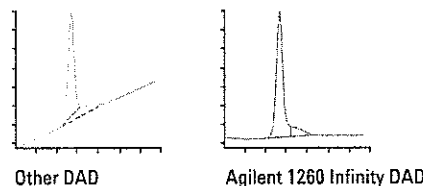
When analyzing trace-level components, the higher detection sensitivity of the 1260 Infinity DAD will give you clearer results. And you will be able to make clearer statements about the purity of your samples.



The sampler looks clean with other diode array detectors but the Agilent 1260 Infinity DAD shows the true picture.

Less reintegration

Automatic integration of low-level peaks on drifting baselines is often not possible and manual reintegration is required – an extremely time-consuming task. With the higher sensitivity and baseline robustness of the 1260 Infinity DAD you can trust your automatic integration more than ever and save precious time.



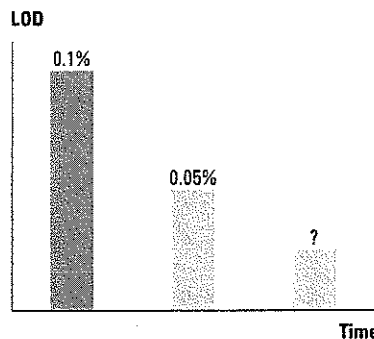
With other diode array detectors it is difficult to decide where exactly to position the integration marks. On a flat baseline as with the 1260 Infinity DAD this is much easier, giving more consistent results.

Less sample preparation

The higher sensitivity of the 1260 Infinity DAD means you have a higher chance of being able to analyze your samples directly, eliminating sophisticated and time-consuming sample preparation such as pre-analysis concentration.

More prepared for potential change

Regulatory bodies have lowered the required detection limits continuously over the last years. With the 1260 Infinity DAD you can rest assured that you have made a safe investment that will be able to meet increasing demands for many years to come.



To learn more about the Agilent 1260 Infinity LC, visit www.agilent.com/chem/1260

Wider power range means higher productivity and more confidence

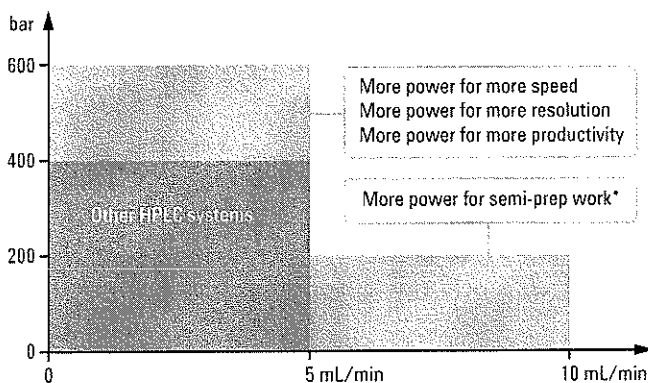
More power for HPLC.

All 1260 Infinity LC modules – such as pumps, autosamplers and valves for analytical flow ranges – now handle pressures up to 600 bar. This offers you new levels of productivity, data quality and robustness to give you highest confidence in your results. Further, you get all this for the price of a typical HPLC instrument!

HPLC and RPLC without compromise

Even today, many established methods are still based on large particle columns. In contrast, newly developed methods are more often based on columns using small particles, which offer higher separation efficiencies. This higher separation efficiency can be utilized either by reducing the column length and thereby the analysis time, or by maintaining the column length and separation time but achieving higher chromatographic resolution.

With the 1260 Infinity pumps you make a future-proof investment – without higher expenditure on your LC system. If you want to explore the maximum in terms of resolution per time, take a close look at to the 1290 Infinity LC system with twice the power of the 1260 Infinity LC – or even three times more power than other HPLC systems.

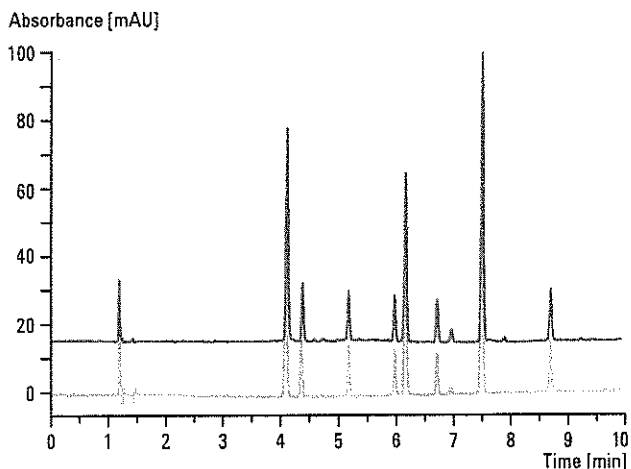


*1260 Infinity Quaternary and Isocratic pumps only

Full backwards compatibility

The 1260 Infinity LC gives you full backwards compatibility. That means you can run your established and validated methods – on the same system.

— 1260 Infinity Quaternary LC (ZORBAX SB-C18, 4.6 x 150 mm, 5 µm)
--- 1260 Infinity Isocratic LC (ZORBAX SB-C18, 4.6 x 150 mm, 5 µm)



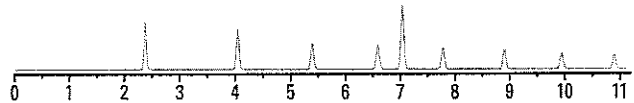
More power for more speed

If your separations are of medium complexity with sufficient resolution between the peaks, shorter sub-2-micron columns with the same separation efficiency will reduce analysis times drastically and thereby significantly increase the throughput of your system.

More power for more resolution

Increase the resolution of your separations by deploying columns with smaller particles and achieve better separation of closely eluting compounds. Get higher confidence in your results and reduce the number of uncertain results and repeat analyses.

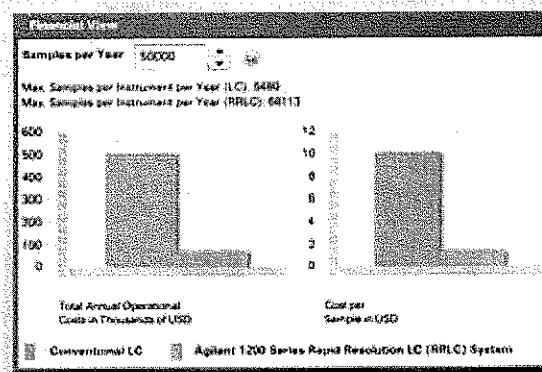
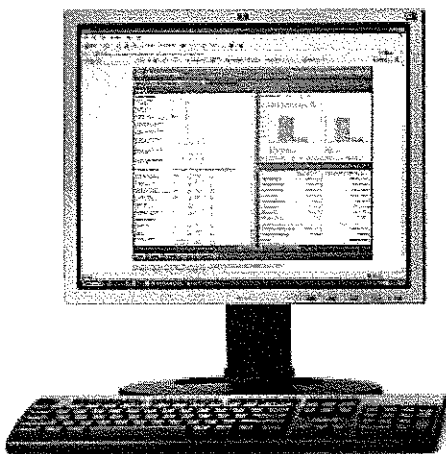
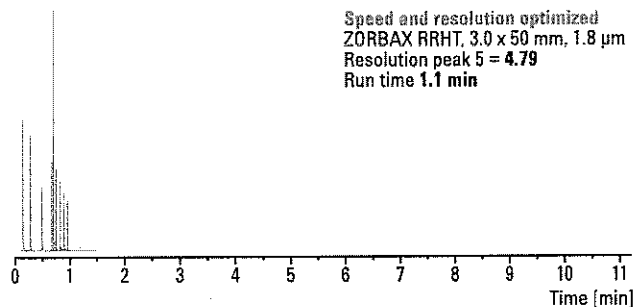
Conventional HPLC
ZORBAX 4.6 x 150 mm, 5 µm
Resolution peak 5 = 4.20
Run time 11 min



Resolution optimized
ZORBAX RRHT, 3.0 x 100 mm, 1.8 µm
Resolution peak 5 = 7.16
Run time 7 min



Speed and resolution optimized
ZORBAX RRHT, 3.0 x 50 mm, 1.8 µm
Resolution peak 5 = 4.79
Run time 1.1 min



Calculate for yourself how much you can save by deploying Agilent Rapid Resolution LC technology! The online method translator and cost savings calculator helps you to transfer your HPLC methods and calculate your cost savings. Visit www.agilent.com/chem/RRLC_MIT

To learn more about the Agilent 1260 Infinity LC,

Agilent 1260 Infinity Quaternary and Isocratic LC

Higher productivity. More confidence.

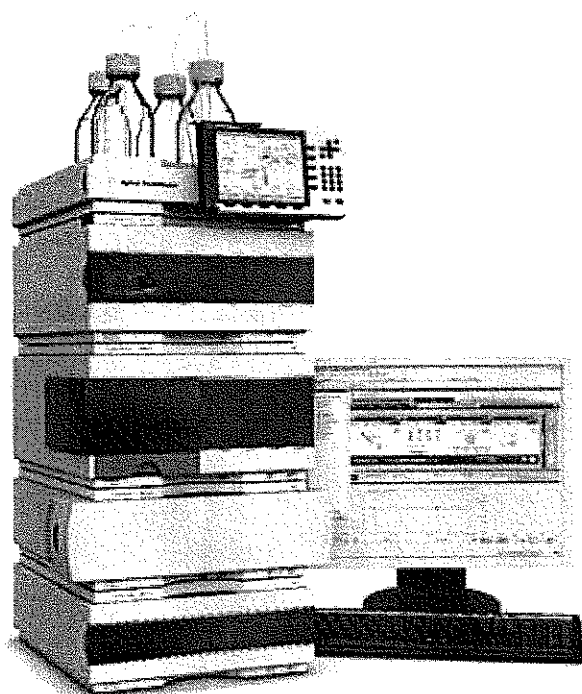
With the 1260 Infinity Isocratic and Quaternary LCs you can achieve new levels of performance in standard HPLC applications. This performance is driven by higher data quality and faster results that translates into higher productivity in you lab and more confidence in your results.

Ideal for standard applications

Standard-bore 4.6 mm and 3.0 mm ID columns – with conventional particles, sub-2- μ m particles or superficially porous particle – are ideally suited for the 1260 Infinity Isocratic and Quaternary LCs. Run your existing applications with ease and rest assured that have more than enough headroom to optimize your methods or apply advanced methods and column technologies. There is even enough flow rate available to run semi-preparative applications – simply add a 1260 Infinity Fraction Collector.

Upgradable for future-proof investment

The 1260 Infinity Isocratic and Quaternary Pumps are based on the same fundamental design and are identical except for the quaternary pump's proportioning valve and new integrated degassing unit. This means you can start with an isocratic system and later upgrade the pump to quaternary operation. Adding further 1260 Infinity or even 1290 Infinity modules transforms your system to a high-end LC capable of handling any application.



1200 Infinity system	Standard HPLC	Poroshell columns	Sub-2- μ m columns	4.6 mm columns	3.0 mm columns	2.1 mm columns	Fast LC	High resolution	MS frontend	Semi-prep
1260 Infinity Quaternary LC										
1260 Infinity Isocratic LC										

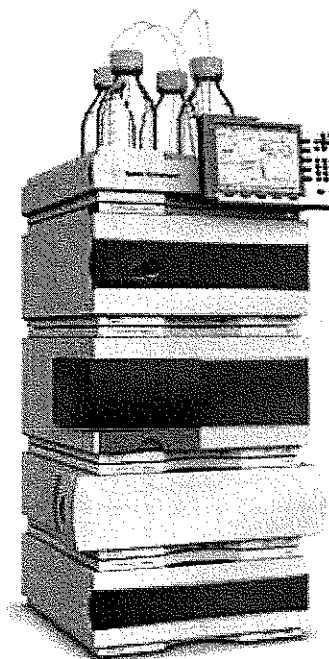
1260 Infinity Quaternary LC

The 1260 Infinity Quaternary LC is the ideal tool to meet your liquid chromatography needs, regardless of whether you run a pharmaceutical or chemical quality assurance lab, environmental or food analysis lab, or a university or governmental lab.

Tailor your system to your needs – from manual injection with variable wavelength detection for routine analysis up to a high-end system with multiple columns for solvent selection and highest sensitivity diode array detection suitable for method development tasks – all based on 1200 Infinity Series modules from one vendor – Agilent.

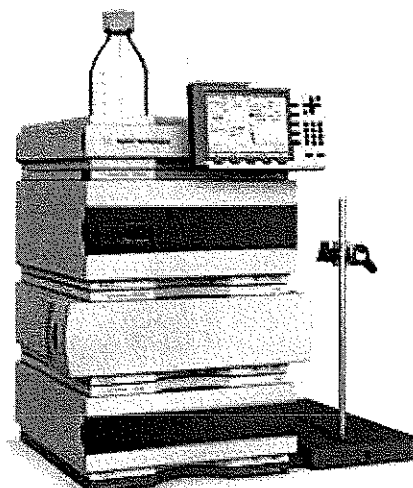
Further, all configurations are supported by all Agilent chromatography data systems and most third-party software packages.

Regardless of how you setup your 1260 Infinity Quaternary system, you will always have an advantage over other „standard“ HPLC systems. Especially if you opt for the new 1260 Infinity Diode Array Detector.



1260 Infinity Isocratic LC

The 1260 Infinity Isocratic LC is ideally suited for simple separation challenges such as many QA/QC methods, GPC or SEC analysis that do not require gradient separation. With the increased flow range up to 10 mL/min, the 1260 Infinity Isocratic LC can also be used for semi-preparative applications.



To learn more about the Agilent 1260 Infinity LC, visit www.agilent.com/chem/1260

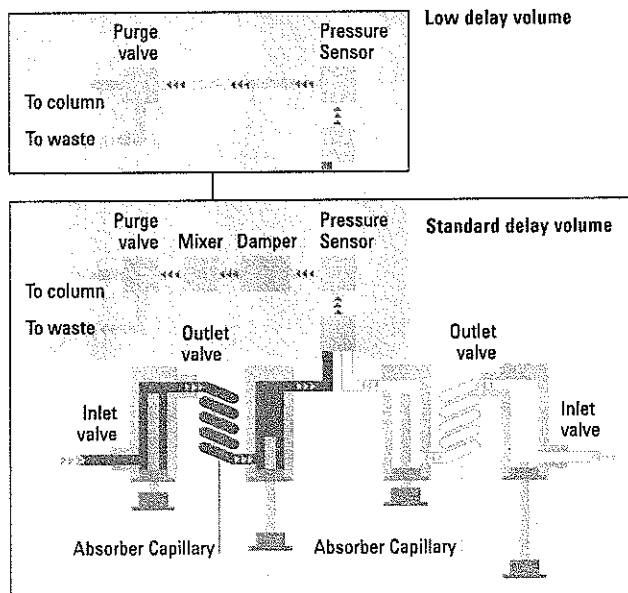
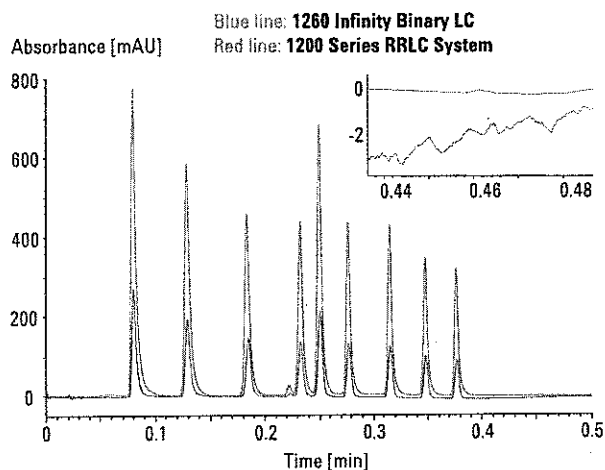
Agilent 1260 Infinity Binary LC

Higher performance. Lower cost.

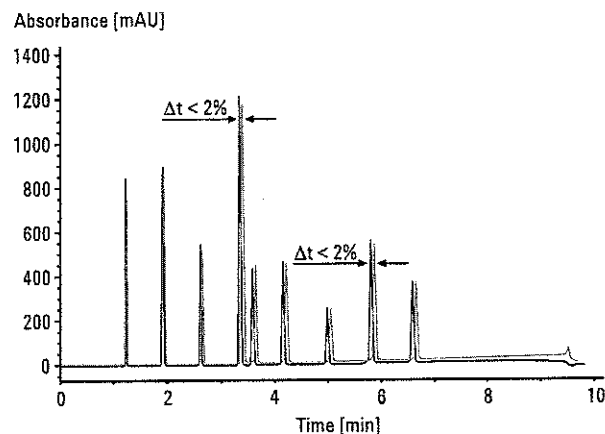
The 1260 Infinity Binary LC delivers not only RRLC results but also gives you significantly higher UV-sensitivity. Its scalable delay volume makes it ideally suited for standard bore columns and as a front-end for MS detection. Further, it comes at the price of a typical binary system for conventional HPLC!

Higher detection performance

Based on the successful 1200 Series Rapid Resolution LC system, the new 1260 Infinity Binary LC delivers the same RRLC power but with increased detection performance thanks to the new 1260 Infinity Diode Array Detector. With full backwards compatibility for your established HPLC and RRLC methods, all these major performance improvements are now offered at an even more attractive price.



The 1260 Infinity Binary Pump has a configurable delay volume down to 120 μ L. Combined with a flow range up to 5 mL/min at 600 bar, this provides universal applicability from narrow bore 2.1 mm ID to standard bore 4.6 mm ID columns, matching the needs for both LC and LC/MS.



The standard delay volume configuration of the 1260 Infinity Binary Pump allows you to run not only RRLC but also conventional HPLC methods without compromising performance or changing chromatographic patterns.

To learn more about the Agilent 1260 Infinity LC, visit www.agilent.com/chem/1260

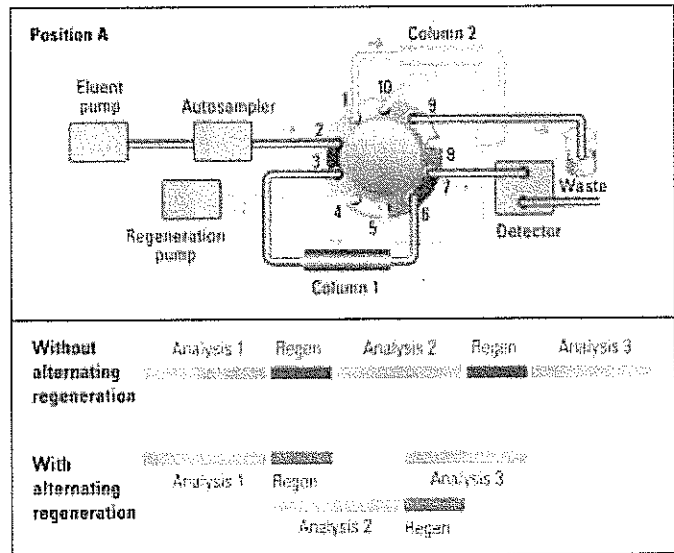
Higher throughputs

A special high throughput configuration of the 1260 Infinity Binary LC enables maximized productivity for laboratories with high sample loads. While one column is used for the analysis the second column is washed and regenerated by a regeneration pump. With this high throughput configuration, you can reduce cycle times by up to 50 percent and achieve throughputs of 2000 samples/day.

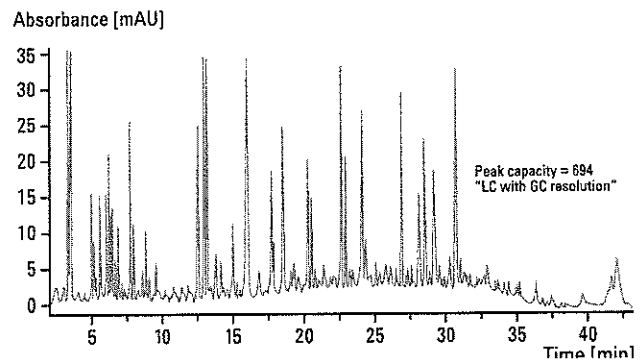
Use an 1290 Infinity LC Injector HTS or HTS for highest sample capacity and benefit from the full mix-and-match capabilities of the 1200 Infinity Series!

Higher peak capacity

Achieve "GC-like resolution" with peak capacities of more than 700 using long ZORBAX RRHT columns on your 1260 Infinity Binary LC system. The example shows the analysis of a tryptic digest of BSA using a ZORBAX RRHT SB-C18 column (2.1 x 150 mm, 1.8 µm).



Throughputs of 2000 samples/day can be achieved through alternating column regeneration (ACR).

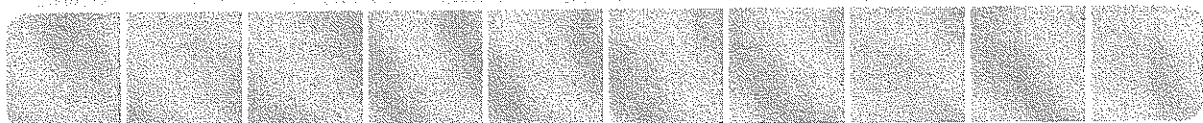


Peak capacities of more than 700 can be achieved using a ZORBAX RRHT SB-C18 column (2.1 x 150 mm, 1.8 µm) to analyze a tryptic digest of BSA.

1200 Infinity system

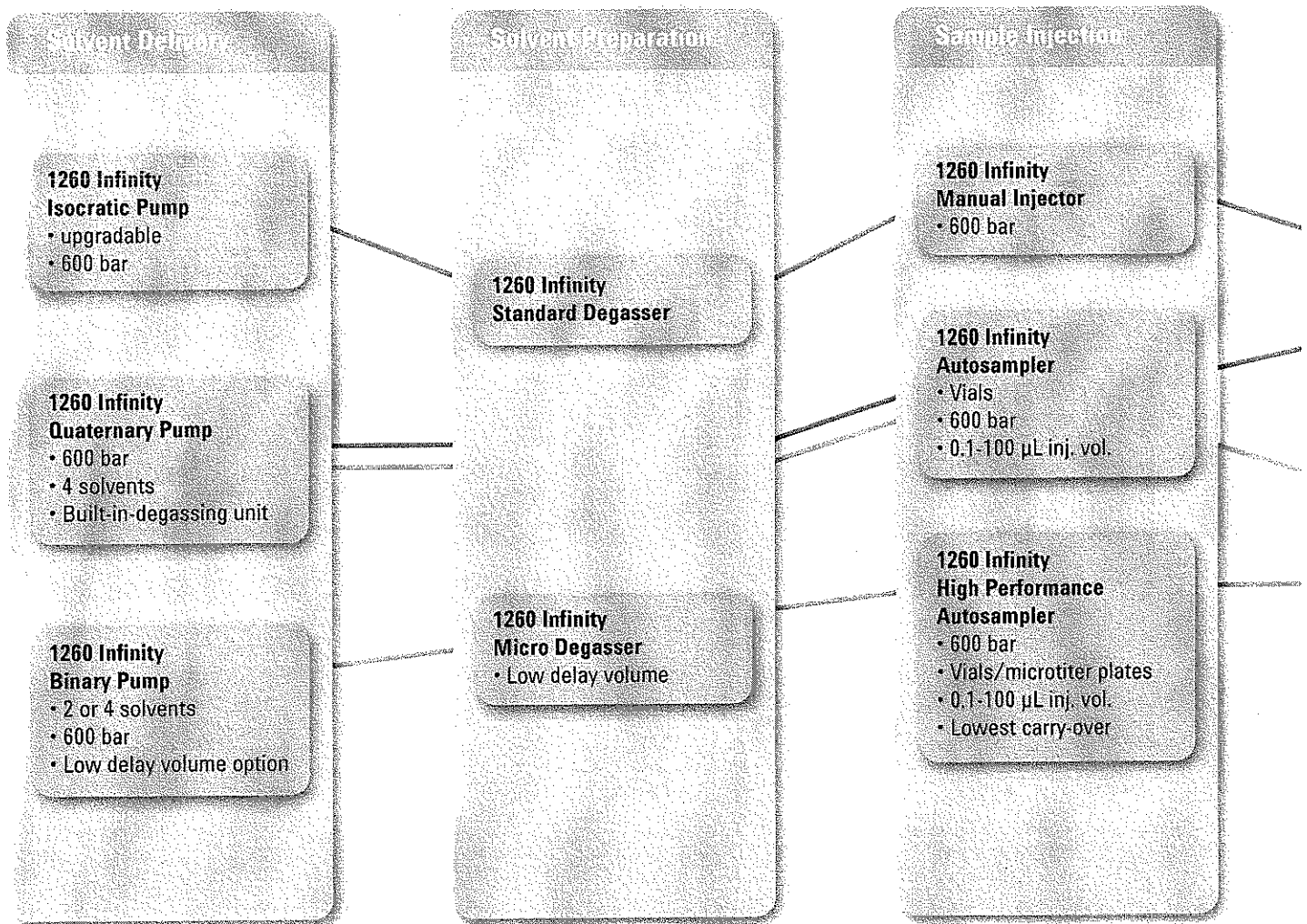
Standard HPLC Poroshell columns Sub-2-µm columns 4.6 mm columns 3.0 mm columns 2.1 mm columns Fast LC High resolution MS frontend Semi-prep

1260 Infinity Binary LC



Infinitely more choice.

The modular design of the 1200 Infinity Series with compatible technology across the entire portfolio allows you to configure a system that meets your application requirements while remaining within the confines of your budget. Literally hundreds of combinations are possible. Here is just a selection of typical configurations. Consult the 1200 Infinity Series Selection Guide or ask your Agilent representative for a comprehensive overview.



Entry-level isocratic system
for GPC/SEC analysis



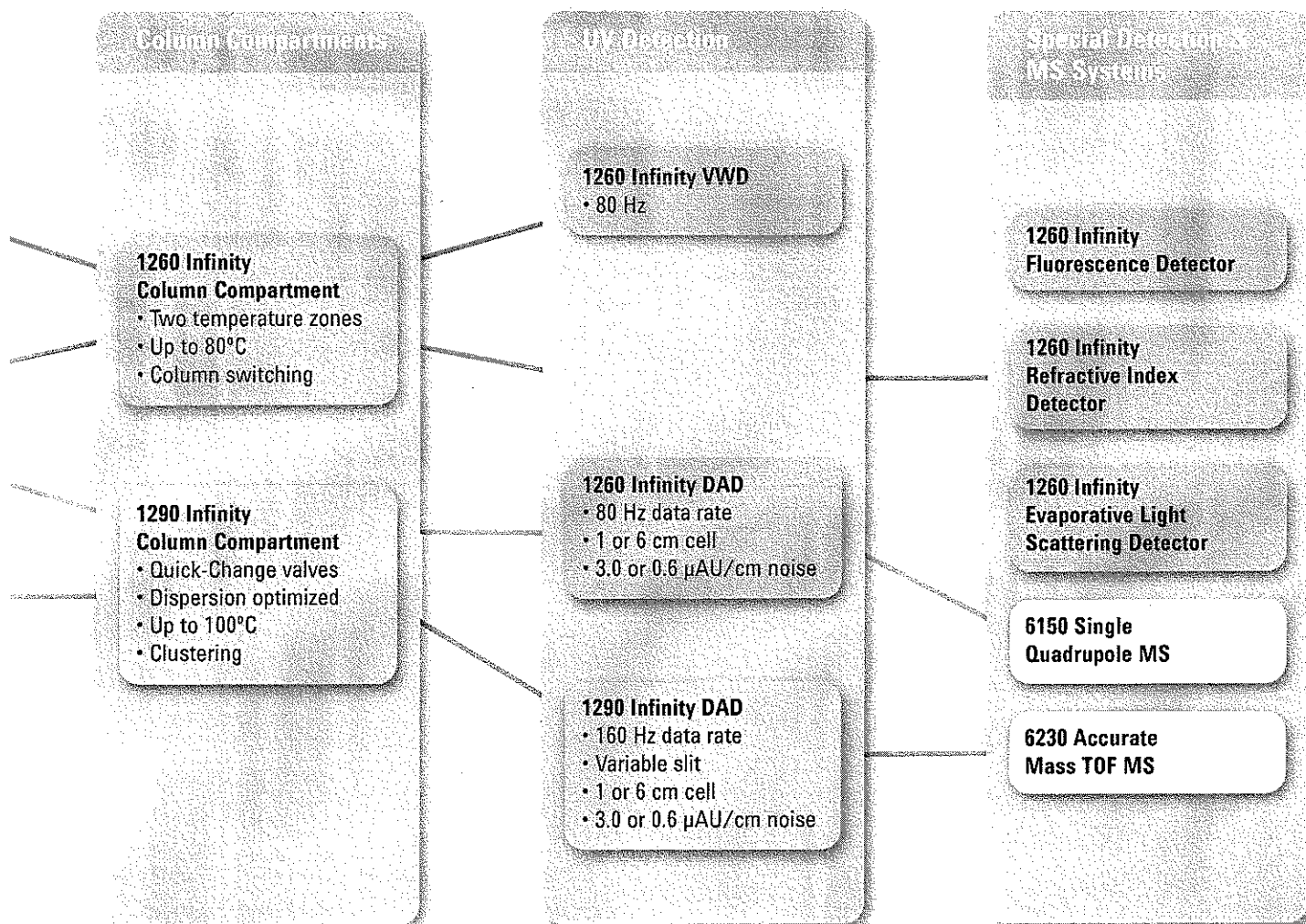
High-end quaternary system
for method development



Standard quaternary system
for routine analysis



Research-grade binary LC/MS system
for impurity identification



To learn more about the Agilent 1260 Infinity LC, visit www.agilent.com/chem/1260

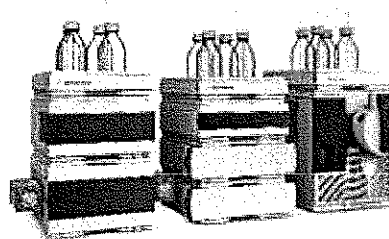
Workflow and application-based LC & LC/MS solutions

Infinitely more possibilities.

The flexibility of the 1200 Infinity Series allows Agilent to offer the broadest of portfolio of liquid chromatography solutions. Choose from high performance systems for analytical LC or configure your system to meet specific application requirements. From nanoflow to high-throughput LC/MS and from amino-acid to GPC analysis, the 1200 Infinity Series gives you infinite possibilities to solve your separation challenges.

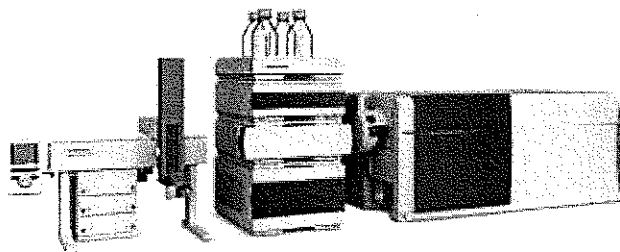
Automated method development and multi-method solutions

A 1260 Infinity Binary or Quaternary LC can be configured to handle multiple methods or develop new methods. With a cluster of two or even three column compartments and selection valves you gain automated access to up to 8 columns and 26 solvents. These highly-productive configurations are supported by a broad choice of Agilent ZORBAX and Poroshell columns as well as many specialized application software packages.



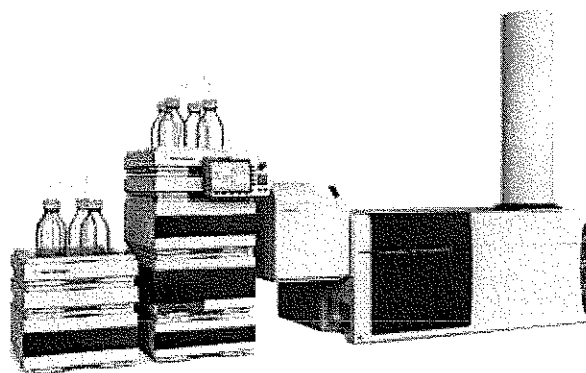
High-capacity, high-throughput LC/MS

The low delay volume of the 1260 Infinity Binary LC makes it purpose-built for high speed separations. Agilent Quick-Change valves in the column compartment facilitate parallel analysis and column equilibration, doubling your throughput. Add a 1290 Infinity LC Injector HTS to the system for highest sample capacity.



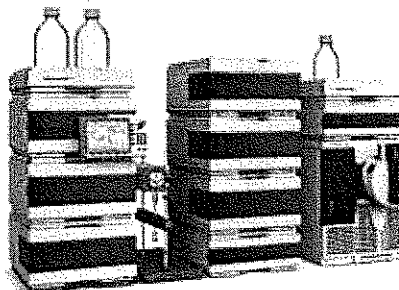
Low-flow LC

The 1260 Infinity capillary and nanoflow 400-bar pumps both include electronic flow control – an Agilent-unique feature that delivers unprecedented flow stability. Options for handling minute amounts of sample allow you to configure optimum front-end solutions for LC/MS or HPLC-Chip/MS.



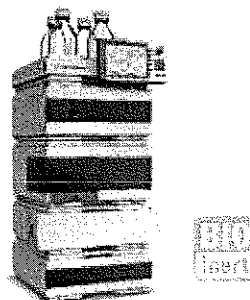
Purification and preparative LC

Agilent offers preparative LC solutions for purification of nanogram to gram quantities of samples. Based on 1260 Infinity modules, these systems can be tailored to your sample and detection requirements. Fraction collection can be triggered by UV, mass or other detection signal, or by a combination of these.



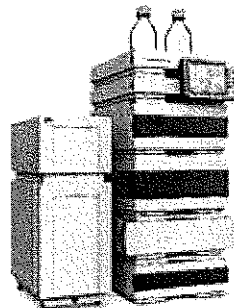
Bio-compatible LC

For analysis of biologically-active substances, a range of 1260 Infinity modules are available with bio-compatible flow paths. All internal parts in contact with eluent are inert, thereby protecting your valuable samples against degradation during analysis.



Analytical SFC – super critical fluid chromatography

Ideal for separation and purification of chiral compounds
Agilent's solution for supercritical fluid chromatography sets new standards for performance, reliability and ease-of-use. A wide dynamic range allows you to measure enantiomeric excess and quantify peaks that are 0.01 percent of the main peak.



GPC/SAC Analysis

The 1260 Infinity Isocratic Pump provides the constant and stable flow rate that is essential to maintain high resolution. This high flow precision and the excellent temperature stability of the column compartment ensure highest accuracy and precision of molecular weight determinations.



To learn more about the Agilent 1260 Infinity LC, visit www.agilent.com/chem/1260

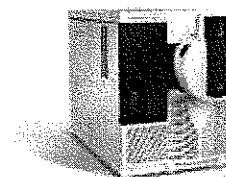
Agilent 6000 Series LC/MS Systems

Infinitely better together.

If you're looking for more sensitive target compound analysis and better identification of unknowns, take a close look at Agilent's comprehensive LC/MS portfolio. With a 40-year track record of relentless innovation and groundbreaking contributions to MS technology, we deliver everything you expect from a mass spectrometry leader. All 1200 Infinity Series LC systems deliver performance perfectly in tune with our 6000 Series mass spectrometers, working infinitely better together.

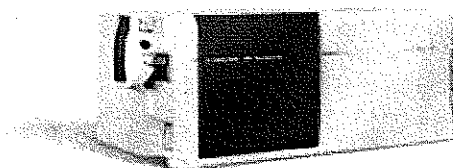
6100 Series Single Quadrupole

From routine QC to research-level applications, Agilent 6100 Series Quadrupole LC/MS systems offer industry-leading data quality in an easy-to-use, space-saving benchtop package.



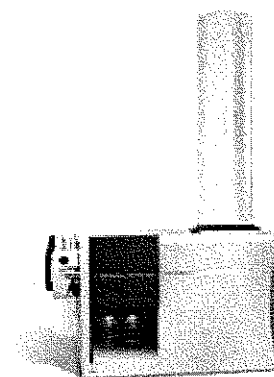
6400 Series Triple Quadrupole

Whether you are quantifying pharmaceutical candidates, measuring trace-level environmental or food contaminants, or confirming biomarkers, the Agilent 6400 Series Triple Quadrupole LC/MS systems offer greater sensitivity, productivity, and value than ever before.



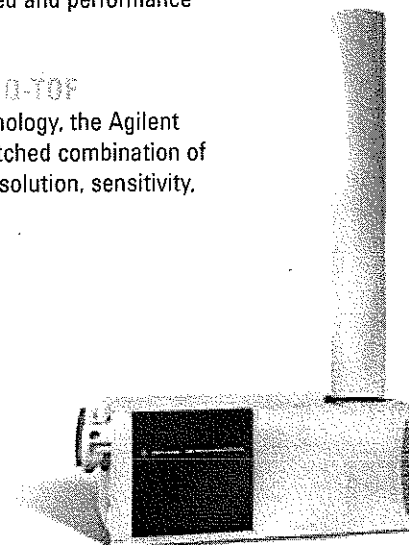
6200 Series Accurate-Mass TOF

For confirming synthetic compounds, profiling biomarkers, identifying impurities, screening for pesticides or characterizing intact proteins, the Agilent 6200 Series Accurate-Mass Time of-Flight LC/MS delivers unmatched speed and performance in a compact benchtop instrument.



6500 Series UHD Accurate-Mass Q-TOF

Using the power of True Hi-Def TOF technology, the Agilent Accurate-Mass Q-TOFs achieve an unmatched combination of MS and MS/MS mass accuracy, mass resolution, sensitivity, in-spectrum dynamic range and speed.



To learn more about the Agilent 6000 Series, visit www.agilent.com/chem/lcms

Software and informatics solutions

New levels of usability and uptime.

Agilent offers software and informatics solutions to obtain all the benefits of the 1200 Infinity Series' performance levels. Agilent ChemStation and Agilent EZChrom Elite give you the most comprehensive and fully traceable management of any 1200 Infinity Series LC system. These chromatography data systems focus on different analytical workflows but are based on common instrument drivers and navigation, offer one unified result data format and integrate seamlessly with Agilent OpenLAB Enterprise Content Manager (ECM). They are both fully scalable, giving you instrument control, result generation, data management and advanced reporting for all Agilent 1200 Infinity Series LC systems.

Agilent OpenLAB reaches beyond the lab

Agilent OpenLAB enables you to manage, share, and organize your data securely across laboratories and departments. It lets you derive business intelligence with a relational reporting database and offers workflow automation for fast execution of routine workflows.

Agilent ChemStation maximizes the value of your 1200 Infinity Series LC in research and development

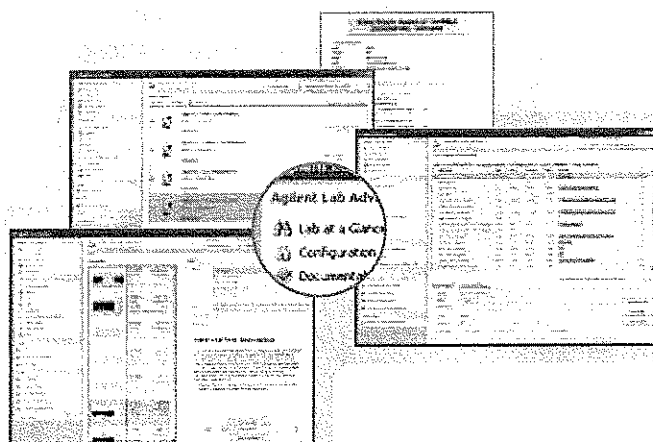
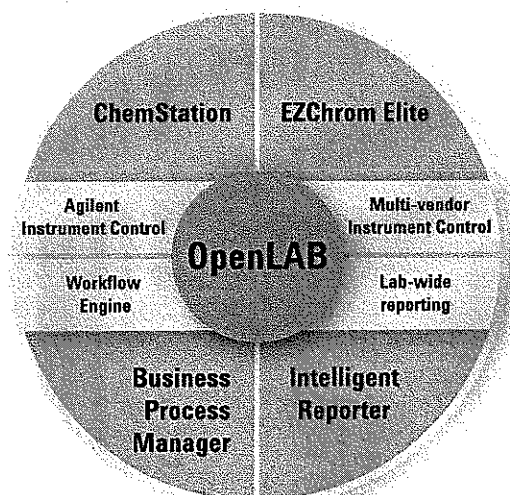
Agilent ChemStation is designed for the advanced needs of research and development scientists in chemical and pharmaceutical laboratories. It is easy to customize to specific needs and offers a broad range of add-on modules to support specific applications. ChemStation is the most comprehensive control software for all Agilent chromatography systems.

Agilent EZChrom Elite maximizes the value of your 1200 Infinity Series LC in routine control

Agilent EZChrom Elite is fully scalable from an entry-level configuration with EZChrom Compact to a multi-user, multi-site distributed systems with hundreds of instruments and users. EZChrom offers full flexibility with control for chromatographic equipment from both Agilent as well as other vendors. This combination makes it ideal for routine operation in QA/QC laboratories.

Agilent Lab Advisor

Lab Advisor helps you to keep your lab's instruments in top condition and reduces unnecessary lab downtime. It provides you with advanced diagnostic and maintenance capabilities for your 1200 Infinity Series LC – independent of the software you use to control your instrument. In short, Lab Advisor helps you achieve high quality chromatographic results in the most efficient way.



To learn more about Agilent chromatography data systems, visit www.agilent.com

LC columns, supplies and services

Accurate results quickly and confidently.

Maximize system performance and reliability for all your separation needs by combining your 1200 Infinity Series LC system with Agilent ZORBAX and Poroshell LC columns and LC supplies. Designed with the same attention to detail, quality and superior performance you have come to expect from Agilent instruments and backed by over 40 years of chromatography experience, you can count on Agilent's columns and supplies to deliver the high quality results you need and expect, time after time.

Unparalleled quality and flexible choices within the ZORBAX LC column family

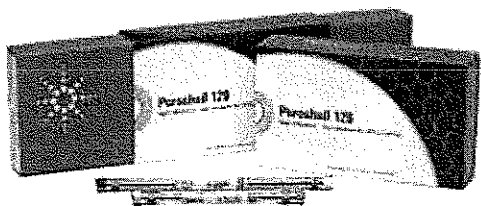
- Wide selection of chemistries – Eclipse Plus, Eclipse XDB, StableBond, Extend, Bonus-RP, HILIC and more
- Superior flexibility and product scalability with a wide range of particle sizes (1.8, 3.5, 5, 7 μm and superficially porous 2.7 μm) and column dimensions
- Individual column performance reports to document column-to-column and lot-to-lot reproducibility
- Superior particle strength for even the most demanding high pressure applications

Column technology to help you get the most from your 1200 Infinity LC

Agilent Poroshell 120 Columns have a solid 1.7 μm core and a 0.5 μm porous outer layer, so you get the resolving power of a 2.7 μm particle, at the speed of a sub-2-micron particle, with significantly lower backpressure. And, they are manufactured with a proprietary single-step porous shell process that has been designed by Agilent to improve reproducibility.

Poroshell 120 columns offer:

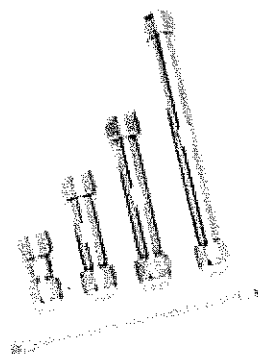
- Up to two times the number of theoretical plates compared to conventional 3.5 μm columns
- Improved resolving power, even as you take advantage of speed gains
- Improved ability to handle dirty samples, due to their standard 2 μm frit



Learn more at www.agilent.com/chem/poroshell120

Preparative scale separation columns

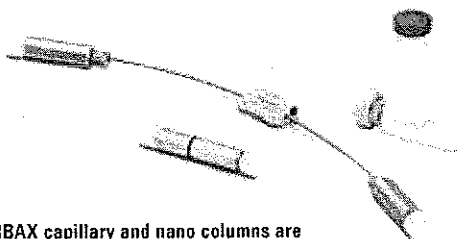
Agilent's range of columns for preparative HPLC – with internal diameters from 4.6 to 50 mm, covers the complete flow rate range of the Agilent 1260 Infinity Preparative-scale Purification System. The Agilent Prep C18 and normal phase columns enable highest sample loading and exhibit proven stability up to pH 10 as well as extended column lifetime. The highly acclaimed ZORBAX columns – ZORBAX Prep HT for reversed phase separation and normal phase chromatography – facilitate high sample throughput and are ideal for samples that are complex or difficult to separate.



High purity, high recovery and high throughput can be easily achieved with Agilent ZORBAX PrepHT columns, which are available in a variety of bonded phases – Eclipse XDB, StableBond, Bonus-RP, and Extend-C18 – for optimized resolution and loadability under any conditions.

Capillary and nano columns for micro-fraction collection and MALDI spotting

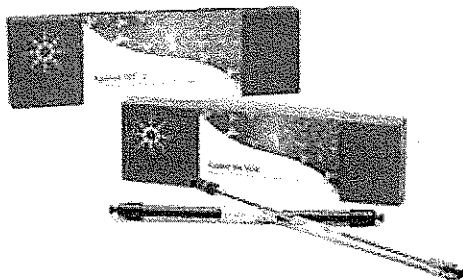
Extremes in sensitivity with limited samples volumes require small column IDs. For your proteomic applications either for one-dimensional or for two-dimensional separation workflows including offline micro-fraction collection, Agilent has a wide variety of column choices. Column IDs start as low as 0.075 μm and 0.1 μm , which are perfectly suited for MALDI spotting applications. Micro-fraction collection is usually performed at capillary flow rates with column IDs of 0.3, 0.5, or 0.8 μm . Agilent offers a broad choice of ZORBAX reversed phase columns for different applications with different bonding chemistries, pore and particle sizes.



Agilent ZORBAX capillary and nano columns are ideal for very sample-limited applications because they provide enhanced sensitivity by reducing on-column sample dilution.

BioHPLC Columns

Agilent provides a full range of reversed phase, size exclusion and ion exchange BioHPLC columns to enable highly reproducible and high resolution analytical separations of monoclonal antibodies, proteins, peptides and other biomolecules.



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In addition to continually evolving products, we offer something else unique to the industry – our 10-year value guarantee. The Agilent Value Promise guarantees you at least 10 years of instrument use from your date of purchase, or we will credit you with the residual value of that system toward an upgraded model. Not only does Agilent ensure a safe purchase now, we help ensure your investment is as valuable to you in the long run.

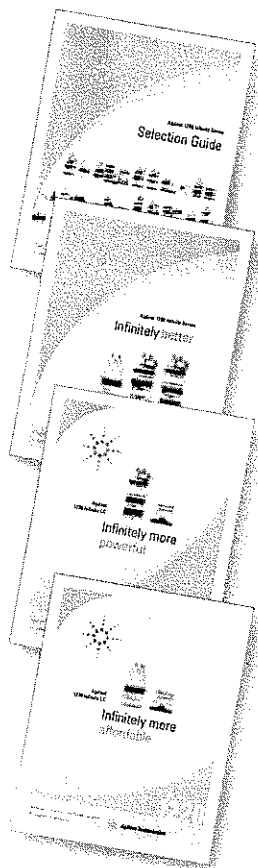
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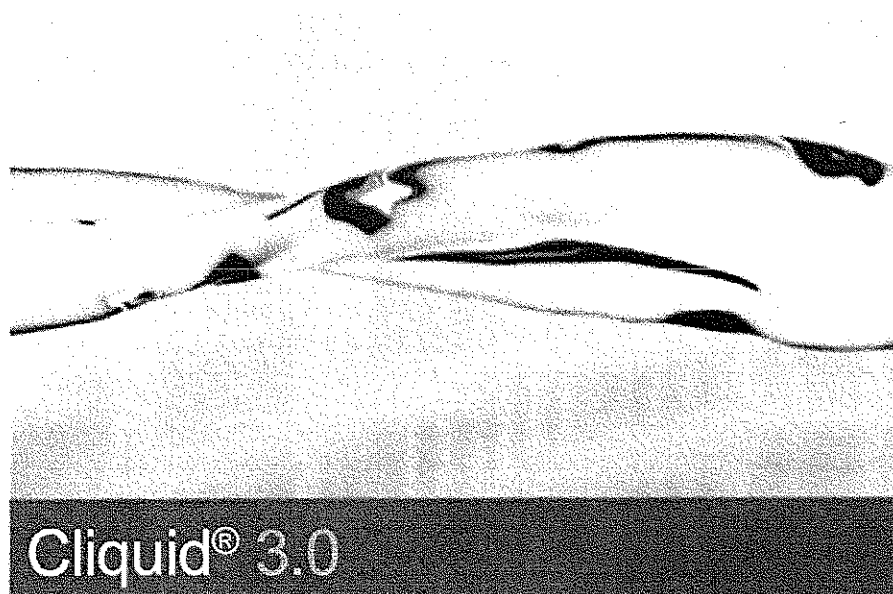
Agilent Technologies

Cliquid® 3.0 Software for Routine Screening and Quantitation

Simple Automated Analysis, From Sample to Report

KEY FEATURES

- Secure user login
- Customizable, simple four-step workflow
- Intuitive setup wizard
- Support for routine quantitation, targeted, and unknown screening workflows
- Support for walk up "Open Access" compound identification and verification
- Support for multiplexing HPLC systems into a single mass spectrometer
- A series of MRM catalogues with up to 6 transitions per compound
- Tools for simplified data analysis and re-integration
- A simplified, Windows®-based reporting tool
- Automatic library searching and reporting
- Multilingual interface and reports
- Full compatibility with Analyst®1.5 Software and ChemoView™ 2.0.1 Software
- Full control of leading HPLC systems



INTRODUCTION

The new Cliquid® 3.0 Software from AB SCIEX simplifies the use of LC/MS/MS for routine testing. Built with an intuitive point-and-click interface and four-step workflow, Cliquid® 3.0 Software simplifies the process from the running of samples to the generation of results. The software also has a setup wizard that guides a user through the process of adding tests to the preconfigured test menu, that once invoked can be used to automatically acquire data and generate reports according to customized, established standard operating procedures. The benefits of using Cliquid® 3.0 Software include:

- A secure user login that links the identity of an operator to the allowed tasks
- A customizable four-step workflow to set up and perform analysis

- Support for routine quantitation, targeted, and unknown screening
- Open access with the ability to predefine tests for walk-up compound identification/verification
- A reporting tool that allows the user to choose from over 150 Windows®-based report styles or to customize a report according to laboratory-specific requirements
- A simplified data analysis tool for peak review, re-integration, and reprocessing
- The ability to perform automatic library searching and reporting when using an LC/MS/MS instrument equipped with QTRAP® System Technology

- Compatibility with Analyst® 1.5 Software that offers the Scheduled MRM™ Algorithm (for monitoring more compounds with better precision) and dynamic background subtraction (to automatically subtract background interference when performing compound screening)

- Full compatibility with ChemoView™ 2.0.1 Software, a new software package designed to aid in data interpretation by providing the ability to implement custom calculations, set upper and lower result limits, and flag results according to these limits

- The ability to create customized tests using the available MRM catalogues

- The ability to archive and retrieve results for a given time period

- An interface and reports configurable in English, Simplified Chinese, or Japanese

- Full control of all industry-leading HPLC systems including the Shimadzu UFLC XR, Agilent 1200, Dionex U3000, and Spark Holland PICO systems

EASY TO USE

Upon launch of the software, a login page appears that requires a password. Once entered, the graphical interface of Cliquid Software appears with content based upon the user rights and personalized settings created during setup (Figure 1). Depending on these rights, some users will only be able to run samples and generate reports, while others who are granted more extensive rights can create and activate tests and report styles. The panels on the left-hand side of the screen denote the four-step workflow in performing the analysis: choosing the test to be run; building the sample list; choosing the type of report and report delivery options; and submitting the samples for analysis. The instrument panel at the bottom of the screen also indicates the status of the HPLC and MS/MS system. Green represents a successfully acquiring system while yellow indicates that all components are in standby or warming up. In the case of any hardware error the status of the corresponding component will change to red.

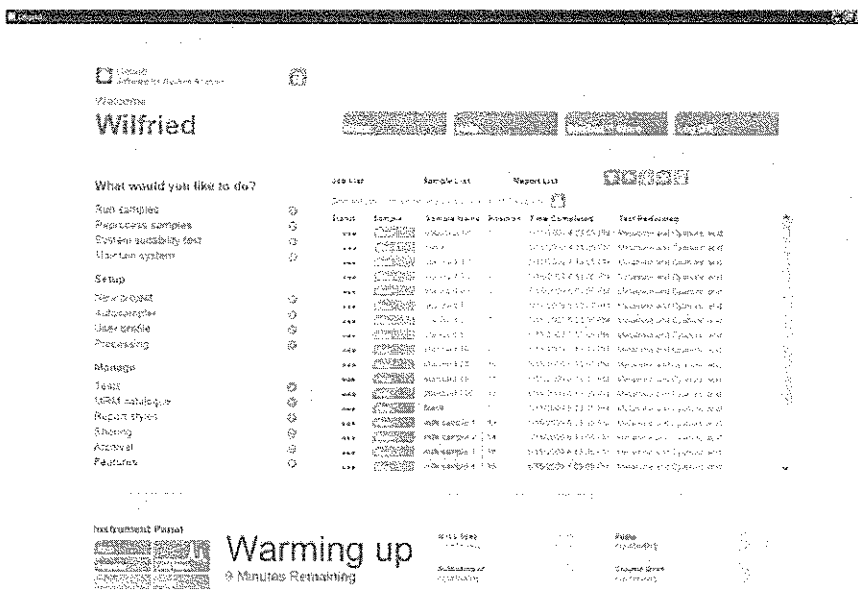


Figure 1. Setting up the Cliquid® Software.

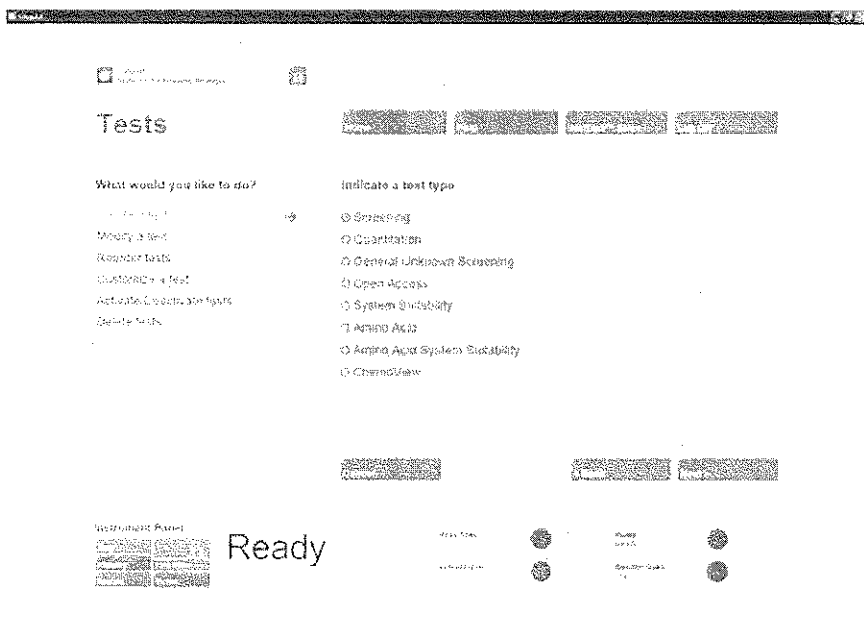


Figure 2. Existing Test Types.

TEST CREATION WIZARD

Cliiquid® 3.0 Software allows customization according to a laboratory's needs. The wizard guides a user through the steps of setting up a test. Upon entering a name for the new test, method information must be entered. This can be done in two different ways. Existing acquisition and quantitation methods which have been developed in Analyst® Software can be selected (Figure 2) or the test can be created using an MRM Catalogue. The MRM Catalogue contains up to six transitions for each of 540 pesticides or 1,250 drugs of abuse as well as the corresponding retention time information (Figure 3). Please note that these catalogs are available separately and do not come as standard with Cliiquid® 3.0 Software. Wizard selections are completed by assigning the designated report template and reviewing the HPLC parameters listed on the method summary page. Once saved, this method is then available for use in the Cliiquid® Software test menu. Figure 4 shows an example of Cliiquid® 3.0 Software being configured for a food lab. Once tests are set up, the following four-step workflow can be used to run samples and generate reports.

STEP 1: CHOOSING THE TEST

The first step of the four-step workflow is to choose the required test, which is done by simply clicking on the appropriate radio button. Doing so automatically loads all of the HPLC and MS/MS parameters required to perform the LC/MS/MS analysis. A click on the molecule icon will provide method details associated with each test (Figure 4).

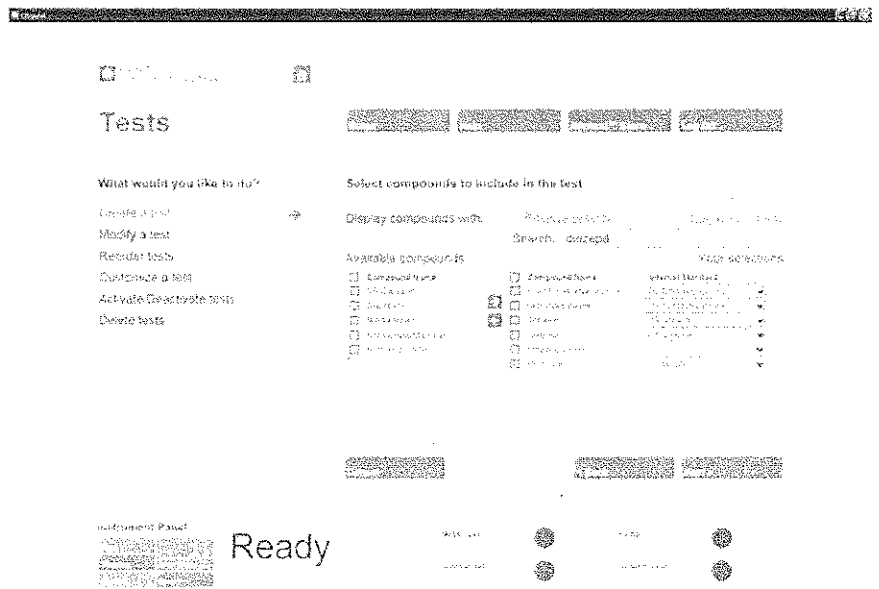


Figure 3. Cliiquid® MRM Catalog.

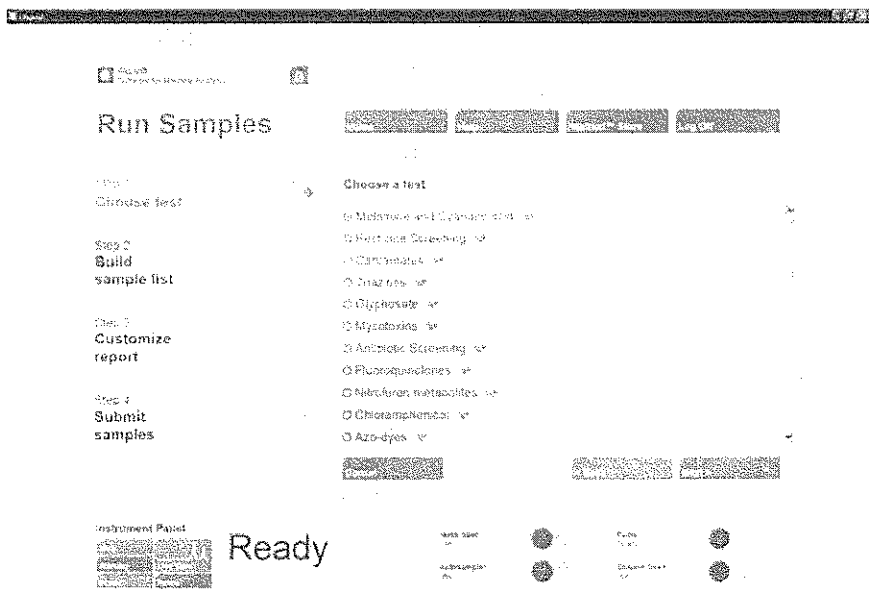


Figure 4. Choosing the Test.

STEP 2: BUILDING A SAMPLE LIST

The second step of the workflow consists of building a sample list. By entering the sample name, sample position, sample type (i.e., blank, standard, QC, or unknown), and additional information such as standard concentration, sample weight, and dilution factor, the system can automatically calculate the final concentration. Alternatively, the sample list can be imported from Microsoft Excel® or similar programs (Figure 5).

STEP 3: SELECTING THE REPORT FORMAT

The third step consists of selecting the report format from the various preconfigured and customizable report styles available. Additional delivery options can be specified; these include saving the report as a Word® document or PDF, printing the report, or automatically emailing the report once completed. The system can also generate a report after each run or provide a summary report for the entire sample batch upon completion (Figure 6).

STEP 4: SUBMITTING THE SAMPLE

The fourth and final step is to submit the sample information to the LC/MS/MS system in order to start the analysis. Before proceeding with the analysis, a dialog box appears in the middle of the screen to confirm the test selected and that the appropriate column and eluents are present. After submission, a sample and report list will be displayed to monitor the progress of acquisition and report generation. Green status symbols indicate if a sample has been analyzed, is acquiring, or is still waiting for the analysis to begin. During acquisition, the order of waiting samples to be analyzed can be changed by clicking on the up and down arrows associated with each entry in the sample table. A live view of the chromatogram currently being obtained can be accessed by clicking on the live view button at the bottom left of the screen (Figure 7).

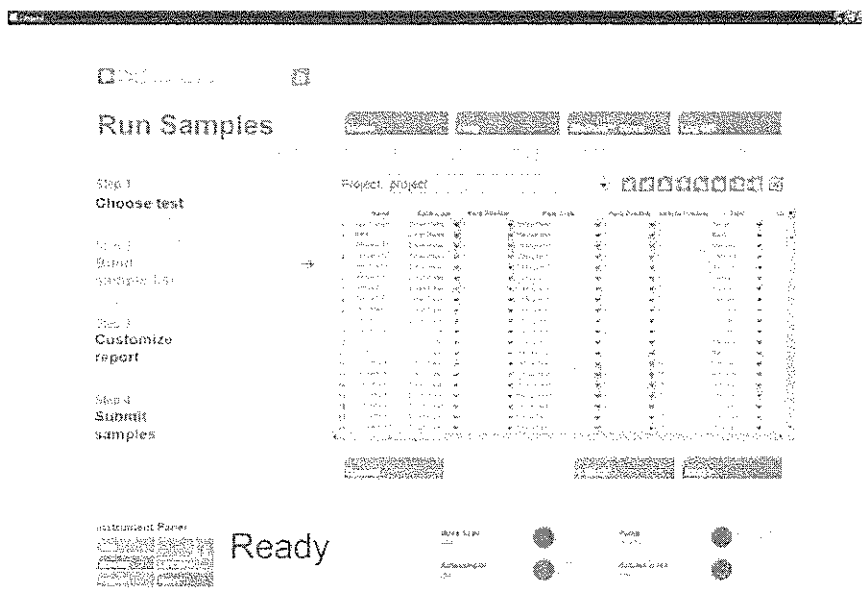


Figure 5. Building a Sample List.

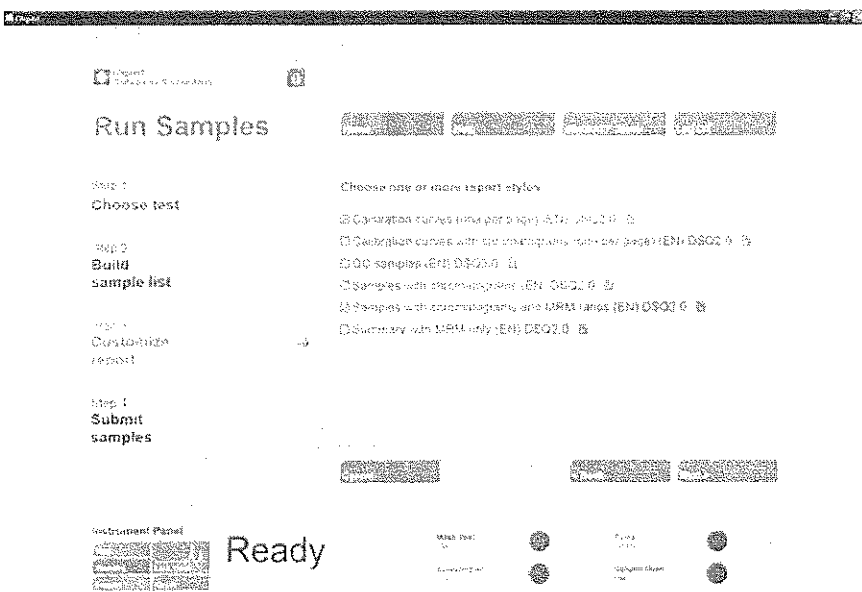


Figure 6. Selecting the Report Format.

Once the analysis is completed, a result table and report(s) are automatically generated. Clicking a view button on the report list will display the completed report. Standard reports, such as the calibration report (containing calibration lines and statistical information of all analytes) or the unknown sample report (containing quantitation and confirmation results of analytes and calculated MRM ratios) are easily generated (Figures 6 and 9). In addition to a broad range of standard reports, the built-in reporting tool provides the possibility to modify existing and to implement new report styles, according to specific laboratory requirements. If necessary, the operator has the opportunity to view, accept, or modify peak integration for each analyte and once done, create a new report based upon these changes.

ADDITIONAL FEATURES:

- Workflows for both targeted and unknown screening, including the ability to automatically generate library search reports when using an AB SCIEX QTRAP® System (Figure 8).
- The ability to customize the sample list and four-step sample submission process by designating default values, thus minimizing the number of steps required to run a test.
- The ability to designate a method test for individual scan types and specify the information required in the sample list field, for walk-up "Open Access" compound identification/verification.
- The ability to archive and retrieve all data and results for a given sample set.
- The ability to increase laboratory efficiency by using the Cliquant® MPX™-2 High Throughput System to be able to provide a simple four-step workflow to control and perform staggered injections from up to two HPLC systems into a single mass spectrometer.

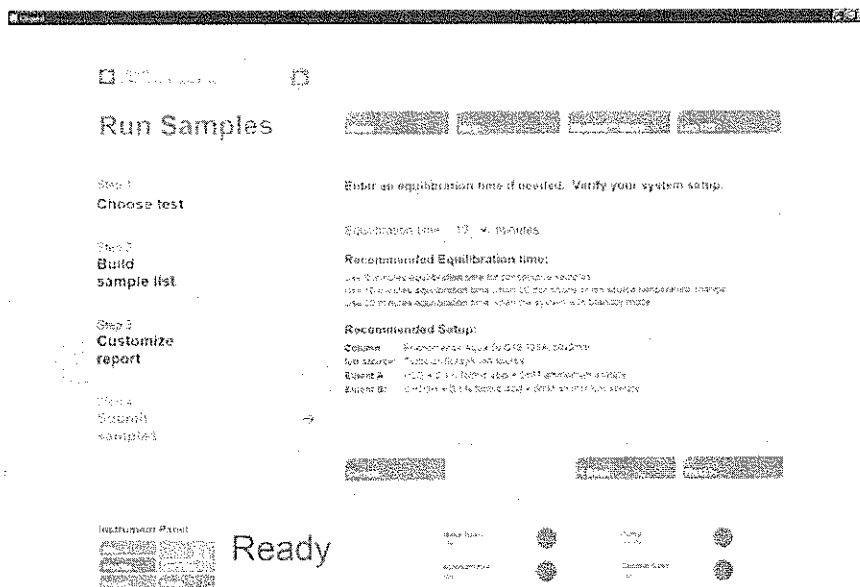


Figure 7. Submitting the Sample.

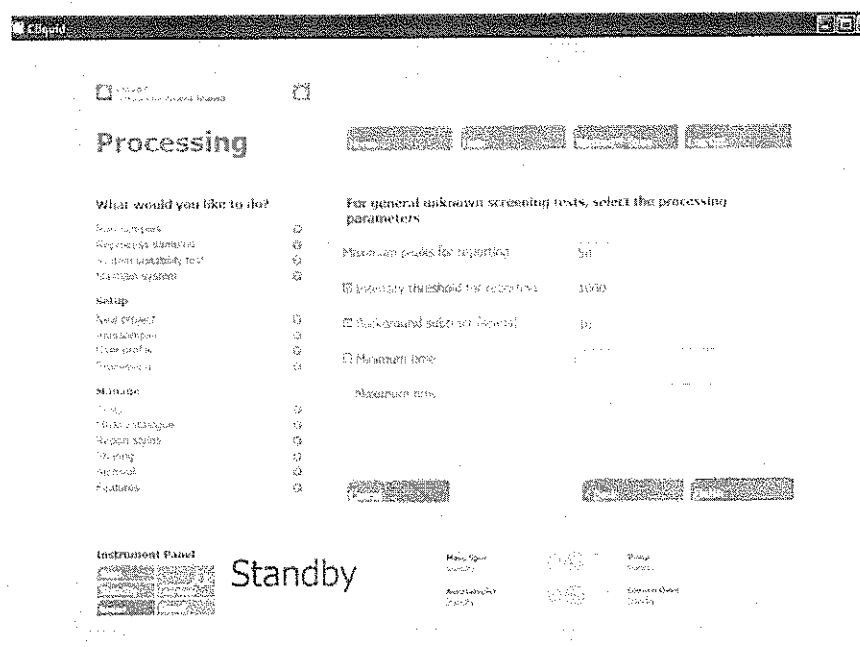


Figure 8. Parameter Setup Screen for General Unknown Screening.

SUMMARY

Cliiquid® 3.0 Software for routine screening and quantitation is designed to work in conjunction with Analyst® Software 1.5 to provide a simple four-step workflow for routine analysis by LC/MS/MS. The software can be used with any AB SCIEX QTRAP® or triple quadrupole LC/MS/MS system as well as with Cliiquid® ChemoView™ Software 2.0.1 for data processing. While Cliiquid® 3.0 Software itself does not include any preconfigured tests, a number of preconfigured iMethod™ Tests, libraries, and MRM catalogs are available for the analysis of food, environmental, and forensic and clinical research testing. For more information, please consult your local sales representative or visit www.absciex.com

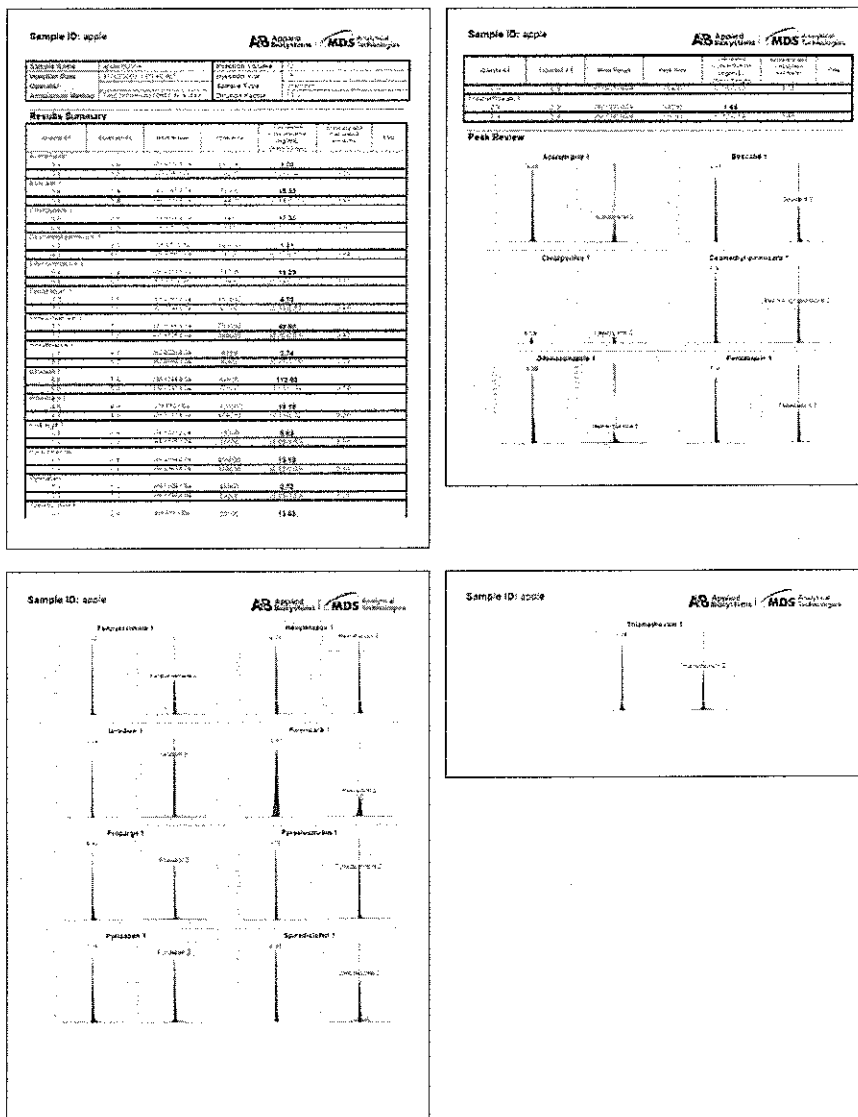


Figure 9. Example report.

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A E	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			ISA H08588788 (AOS) 28PR200569 (Puerto Rico)	07/01/2010 07/01/2010	07/01/2011 07/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			15972399	07/01/2010	07/01/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
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3. The sale of any merchandise or product for a purpose not intended by the named insured;
4. The alteration, packaging, repackaging, repair or modification of any merchandise or product of the named insured without the express written approval by the named insured, and/or;
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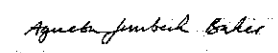
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1. The coverage and limits of insurance of the applicable policy, or
2. The coverage and limits of insurance required by said contract or agreement.

If the contract to which this certificate relates provides for a waiver of subrogation for the benefit of the Certificate Holder, the insurance company agrees to waive its rights of recovery against the Certificate Holder except as follows:

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Thompson, Sharon K

From: Wagner, Roberta A
Sent: Wednesday, February 16, 2011 3:34 PM
To: Thompson, Sharon K; Cottrill, Lu A
Subject: FW: RFQ #LBS11091 due date 2/17/11 - signature pgs.
Attachments: State WVA pages 1 40001.pdf

Importance: High

Sharon/LuAnn,

Please put this with the bid.

Thanks,
Roberta

From: Digregorio, Linda [<mailto:Linda.Digregorio@absciex.com>]
Sent: Wednesday, February 16, 2011 3:17 PM
To: Wagner, Roberta A
Subject: RFQ #LBS11091 due date 2/17/11 - signature pgs.
Importance: High

Hello Roberta,

You should have already received our RFQ proposal via Fedx, however we inadvertently left the first 4 pgs. of the bid itself unsigned. We have resent those 4 signed pgs. via Fedx, and you should receive those tomorrow, well before the opening time of 1:30pm. I am also attaching a scanned copy of them in this email for your reference.

Please let me know if there are any problems.

Thank you,

Linda di Gregorio
Contract Specialist, Gov't. and Commercial Contracts, Legal

linda.digregorio@absciex.com
T 650 627 2897 F 650 627 2803

110 Marsh Dr.
Foster City, CA 94404 USA
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 304-558-0067**

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~~FOSTER CITY CA 94404~~

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*Please see RFA Cost Sheet
 and attached quotation
 # 00717734 for breakdown
 and optional items.*

>> PLEASE SEE ATTACHED SPECIFICATIONS/COST SHEET. <<

PLEASE NOTE THIS IS A RE-BID OF LBS11009.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *BL* TELEPHONE 877-740-2129 DATE 2/16/2011

FILE # *Sm msc Contracts* 27-1082047 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFO NUMBER
LBS11091

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

*630125201 650-638-5647

~~APPLIED BIOSYSTEMS LLC~~
~~850 LINCOLN CENTRE DR~~

~~FOSTER CITY CA 94404~~

AB Bure LLC
110 Marsh Dr

Foster City, CA 94404

HEALTH AND HUMAN RESOURCES
ENVIRONMENTAL CHEMISTRY LAB

4710 CHIMNEY DRIVE
CHARLESTON, WV
25302

304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FRIGHT TERMS		
01/13/2011	Net 30	Best Way	Destination	Fre. Free		
BID OPENING DATE	BID OPENING TIME					
02/17/2011	01:30PM					
LINE	QUANTITY	UOP	DAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

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.

INQUIRIES:

WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/1/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:

ROBERTA WAGNER
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25311

FAX: 304-558-4115
 E-MAIL: ROBERTA.A.WAGNER@WV.GOV

PLEASE NOTE: PROOF OF WORKER'S COMPENSATION INSURANCE IS REQUIRED.

THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE *Bid* TELEPHONE *877-740-2139* DATE *2/14/2011*
Sh. Mgr. Contracts FEIN *27-1082047* ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
LBS11091

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

*630125201 650-638-5647
APPLIED BIOSYSTEMS LLC
~~850 LINCOLN CENTRE DR~~
~~FOSTER CITY CA 94404~~
AB Sciex LLC
110 Marsh Dr
Foster City CA 94404

HEALTH AND HUMAN RESOURCES
ENVIRONMENTAL CHEMISTRY LAB
4710 CHIMNEY DRIVE
CHARLESTON, WV
25382 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/13/2011	Net 30	Best Way	Destination	Freight Free
BID OPENING DATE:	02/17/2011	BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS, VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENDREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----LBS11091-----</p> <p>BID OPENING DATE:-----2/17/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INITIALS: BW TELEPHONE: 877-740-2129 DATE: 2/14/2011

STAMP: St. Mac Contract PEN: 27-1082047 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
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 Charleston, WV 25305-0130

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LBS11091

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4

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

*630125201 650-638-5647
~~APPLIED BIOSYSTEMS LLC~~
~~850 LINCOLN CENTRE DR~~
~~FOSTER CITY CA 94404~~
4735 S. W. L. L. E
110 MARSH DR

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

Foster City CA 94404

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/13/2011	Net 30	Best Way	Destination	Est. Free
BID OPENING DATE		BID OPENING TIME		
02/17/2011		01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

650.627.2803

CONTACT PERSON (PLEASE PRINT CLEARLY):

Linda di Gregorio

***** THIS IS THE END OF RFQ LBS11091 ***** TOTAL:

Please see
RFQ Cost Sheet
and attached
quotation
20717734 for
breakdown and
optional items.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: *877-740-2129* DATE: *2/16/2011*

LET: *Dr. Mgr. Contracts* PERM: *27-1082047* ADDRESS CHANGES TO BE NOTED ABOVE

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