



Shimadzu Scientific Instruments

7102 Riverwood Drive  
Columbia, MD 21046

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

July 11, 2011

Ms. Roberta Wagner  
State of West Virginia  
PO Box 50130  
Charleston, WV 25305  
Re: LBS12025

Dear Ms. Wagner,

I am writing in regards to bid LBS12025 for a Laboratory Bench Style Gas Chromatography (GC).

Thank you in advance for reading this proposal in its entirety.

For the convenience of the end-users, a breakdown of the bid specifications and our submitted bid follows.

**GC SPECIFICATIONS:**

1. GC must include two split/splitless Injection ports suitable for use with capillary columns
2. GC must include two temperature controlled injector ports
3. GC must include two temperature controlled detectors
4. GC must include a temperature controlled oven
5. GC must include two Linearized Micro-Electron Capture Detectors
6. GC must include a system controller and software.
7. GC must operate on 110-120 V AC
8. GC software must be compatible with and operate the autosampler provided by the vendor.

Shimadzu meets or exceeds all GC specifications except for number 5. Shimadzu's ECD is not a micro-ECD detector. However, ours is also a compact design for rapid equilibration. And, it has the best sensitivity on the market – 6 fg/sec. In addition, the ECD is the fastest on the market, able to collect peak data points every 4 milliseconds (compared to 20 milliseconds).

Please note the following three salient points:

1. The Shimadzu GC-2010 Plus double jet cooling system cools the oven 450° to 50° in only 3.4 minutes.
2. Out of the box, Shimadzu's GC-2010 Plus is ready for "Fast GC." It comes standard with a high pressure AFC to support ultra-narrow bore columns and has the highest speed data collection on the market. All of this translates into the best productivity on the market.
3. Shimadzu GC's are known for having the best chromatographic precision on the market - about 8 times better than the competition in peak area precision, about 7 times better than the competition in peak height precision, and about 5 times better than the competition in retention time precision. More data is available if interested.

RECEIVED

AA/ICP • Balances • Biotech/MALDI • EDX/XRF/XRD • Fluorescence • FTIR •  
HPLC/UFLC • LC/MS • Software • Testing Machines • Thermal • TOC/TN/TP •

Boston • New Jersey • Washington, DC • Raleigh/Durham • Chicago • Houston • Kansas City • San Francisco • Carls

2011 JUL 18 AM 9:41

WV PURCHASING  
DIVISION

**GC for the analysis of US EPA Method 505 Revision 2.1 analytes**

1. GC must include a primary column for the parameters delineated in EPA 505 revision 2.1. This is a DB-1, 30 Meter X 0.32mm ID X 1.0  $\mu\text{m}$  film, fused silica capillary with chemically bonded (100% Dimethyl Polysiloxane) or equivalent bonded, fused silica column.
2. GC must include a \*confirmation column for the parameters delineated in EPA 505 revision 2.1. This is a OV-17, 25 Meter X 0.32mm ID X 1.5  $\mu\text{m}$  film, fused silica capillary with chemically bonded (50% Phenyl / 50% Methyl Siloxane) or equivalent bonded, fused silica column.

\*Confirmation column must be made of a different stationary phase than the primary column.

**GC for the analysis of US EPA Method 504.1 Revision 1.1 analytes**

1. GC must include a primary column for the parameters delineated in EPA 504.1 revision 1.1. This is a DB-1, 30 Meter X 0.25mm ID X 1.0  $\mu\text{m}$  film, fused silica capillary with chemically bonded (100% Dimethyl Polysiloxane) or equivalent bonded, fused silica column.
2. GC must include a \*confirmation column for the parameters delineated in EPA 504.1 revision 1.1. This is a DB-624, 30 Meter X 0.32mm ID X 1.8  $\mu\text{m}$  film, fused silica capillary with chemically bonded (6% Cyanopropylphenyl / 94% Dimethyl Polysiloxane) or equivalent bonded, fused silica column.

\*Confirmation column must be made of a different stationary phase than the primary column.

**GC for the analysis of US EPA Method 515.4 Revision 1.0 analytes**

1. GC must include a primary column for the parameters delineated in EPA 515.4 revision 1.0. This is a RTX-1701, 180  $\mu\text{m}$  I.D., fused silica capillary with chemically bonded (14% cyanopropylphenyl / 86% methylpolysiloxane) or equivalent bonded, fused silica column.
2. GC must include a \*confirmation column for the parameters delineated in EPA 515.4 revision 1.0. This is a DB-5, 180  $\mu\text{m}$  I.D., fused silica capillary with chemically bonded (5% phenyl / 95% methylpolysiloxane) or equivalent bonded, fused silica column.

\*Confirmation column must be made of a different stationary phase than the primary column.

The Shimadzu quotation includes 3 free Phenomenex GC columns, and all 6 quoted Restek columns meet or exceed the column specifications.

**AUTOSAMPLER SPECIFICATIONS:**

1. Autosampler will be required for both injection ports
2. Autosampler must include a syringe kit.
3. Autosampler must be capable of injecting at a minimum 1 $\mu\text{L}$  of liquid.
4. Autosampler must include a 50+ sample tray.
5. Autosampler must include at a minimum two solvent reservoirs.
6. Autosampler must include at a minimum two waste reservoirs.
7. Autosampler must have the ability to add an internal standard.

Shimadzu meets or exceeds all autosampler specifications except for number 7. If necessary, the internal standard should be spiked into the vial. The quote includes an AOC-20i autoinjector for each injection port. The AOC-20s holds 150 vials and will be used on each injector. The autoinjector can





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inject 0.1  $\mu$ L - 8  $\mu$ L. The Shimadzu autosampler can accommodate 2 and 4 mL vials as standard. The Shimadzu autosampler has 3 rinse solvent reservoirs and three waste reservoirs and the best injection volume linearity at  $\pm 0.5\%$ .

#### **INSTALLATION REQUIREMENTS:**

1. Vendor must install the GC-ECD Instruments at the Office of Laboratory Services, Environmental Chemistry Laboratory located at 4710 Chimney Drive Suite G, Charleston, West Virginia, 25302.
2. Installation must be completed within 90 days of delivery date.
3. Successful vendor is required to provide a certificate of Workers' Compensation.
4. Successful vendor shall furnish proof of commercial general liability insurance prior to issuance of contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$250,000.

Shimadzu meets or exceeds all of these installation requirements.

#### **TRAINING REQUIREMENTS:**

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

Shimadzu meets or exceeds all training requirements.

The following two salient points should be noted:

1. Shimadzu offers free onsite training for as many days as needed for the end users to become proficient with the instrument. Our technical personnel can also be scheduled for re-training at no charge in the future.
2. Shimadzu offers free phone support for the lifetime of the instrument.

#### **WARRANTY REQUIREMENTS:**

1. Vendor must include in the total price of the equipment at least a one-year factory warranty covering all system components of the Integrated GC-ECDs with autosamplers.
2. The warranty covering all system components of the Integrated GC-ECDs with autosampler and GC operating software must include telephone support during vendor's normal business hours, on-site service/maintenance 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 should include a copy of the warranty.)
3. Vendor must include a one year extended warranty covering all systems components of the integrated GC-ECDs with autosampler and GC operating software after the initial one year warranty expires.



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Shimadzu meets or exceeds all warranty requirements.

**DELIVERY REQUIREMENTS:**

1. The GC-ECDs with Autosamplers and their 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 GC-ECDs with Autosamplers and their components must be shipped "F.O.B. Destination" unless otherwise stated in the quote by Vendor. Any shipping and handling requirements must be stated in Vendor's quote.

Shimadzu meets or exceeds all delivery requirements. Typical delivery is within 30 days.

I look forward to the opportunity to earn your business.

Sincerely,

A handwritten signature in blue ink, appearing to read "Heather Juzwa".

Heather Juzwa  
Field Sales Engineer





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  
**LBS12025**

PAGE  
**1**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

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

VENDOR

HEALTH AND HUMAN RESOURCES  
 BPH - LABORATORY SERVICES  
 167-ELEVENTH AVENUE  
 SOUTH CHARLESTON, WV  
 25303 304-558-3530

0 PAGES PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/04/2011				

BID OPENING DATE: 08/04/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	3	EA		493-11	\$172,944.72	\$148,466.64
LABORATORY BENCH STYLE GAS CHROMATOGRAPHY (GC) - ELECTRODE CAPTURE DETECTOR (ECD)'S FOR THE ANALYSIS OF ORGANOHALIDE PESTICIDES AND COMMERCIAL POLYCHLORINATED BIPHENYL PRODUCTS IN DRINKING WATER, CHLORINATED ACIDS IN DRINKING WATER 1, 2-DIBROMOMETHANE (EDB) AND 1,2- DIBROMO-3-CHLORO-PROPANE (DBCP) IN DRINKING EATER PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS. 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. 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. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009 INQUIRIES:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Heather J</i>	TELEPHONE 724-745-2662	DATE 7/1//11
TITLE Field Sales Engineer	FEIN 52-1035956	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://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  
 LBS12025

PAGE  
 2

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH - LABORATORY SERVICES  
 167-ELEVENTH AVENUE  
 SOUTH CHARLESTON, WV  
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/15/2011	08/04/2011			
BID OPENING DATE:		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/19/2011. 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>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 IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Wagner</i>	TELEPHONE 724-745-2662	DATE 7/11/11
TITLE Field Sales Engineer	FEIN 52-1035956	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  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/05/2011				

BID OPENING DATE: 08/04/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.:-----LBS12025-----</p> <p>BID OPENING DATE:-----8/4/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----410-290-9140-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Roberta Wagner* TELEPHONE 724-745-2662 DATE 7/11/11

TITLE Field Sales Engineer FEIN 52-1035956 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  
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# Request for Quotation

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 4

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/05/2011				

BID OPENING DATE: 08/04/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): Heather Juzwa						
-----						
***** THIS IS THE END OF RFQ LBS12025 ***** TOTAL:						\$148,466.64

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Heather Juzwa</i>	TELEPHONE 724-745-2662	DATE 7/11/11
TITLE Field Sales Engineer	FEIN 52-1035956	ADDRESS CHANGES TO BE NOTED ABOVE

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



## **Gas Chromatography (GC) – Electrode Capture Detector (ECD)**

The State of West Virginia, Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Laboratory Services (OLS), Environmental Chemistry Section is seeking to purchase three (3) laboratory bench style Gas Chromatography (GC) - Electrode Capture Detector (ECD) for the analysis of Organohalide Pesticides and commercial Polychlorinated Biphenyl products in drinking water, chlorinated acids in drinking water 1,2- Dibromomethane (EDB) and 1,2-Dibromo-3-Chloro-Propane (DBCP) in drinking water per the following specifications and requirements.

The GC-ECD instruments with Autosamplers are needed to analyze for pesticides, herbicides and synthetic organic compounds in drinking water to fulfill requirements of the US EPA regulations for compliance monitoring of public water systems. Compliance monitoring testing is a requirement of a State's Principal State Laboratory mandated, under federal code of regulations at 40 CFR 142.10(b)(4) for the state to maintain Primacy over its Drinking Water Program. The instruments will also serve the purpose of protecting public health by providing testing capabilities to private well owners.

Vendor must provide technical specifications and documentation that contains specific language depicting that the primary and confirmation analytical columns provided meets the requirements herein if bidding on "equivalent bonded, fused silica column".

### **SPECIFICATIONS AND REQUIREMENTS:**

Vendor must provide three (3) laboratory bench style GC-ECD instrument systems with autosamplers. Vendor must also provide a computer, monitor, laser printer and any incidentals for each GC-ECD instrument. The first GC-ECD must be able to fulfill the requirements of the US EPA method 505 revision 2.1 for organohalide pesticides and commercial polychlorinated biphenyl products in drinking water, the second GC-ECD must be able to fulfill the requirements of the US EPA method 504.1 revision 1.1 for chlorinated acids in drinking water and the third GC-ECD must be able to fulfill the requirements of the US EPA method 515.4 revision for 1,2- Dibromomethane (EDB) and 1,2-Dibromo-3-Chloro-Propane (DBCP) in drinking water and must meet all of the following mandatory specifications.

### **GC SPECIFICATIONS:**

1. GC must include two split/splitless injection ports suitable for use with capillary columns
2. GC must include two temperature controlled injector ports
3. GC must include two temperature controlled detectors
4. GC must include a temperature controlled oven
5. GC must include two Linearized Micro-Electron Capture Detectors
6. GC must include a system controller and software.
7. GC must operate on 110-120 V AC
8. GC software must be compatible with and operate the autosampler provided by the vendor.



**GC for the analysis of US EPA Method 505 Revision 2.1 analytes**

1. GC must include a primary column for the parameters delineated in EPA 505 revision 2.1. This is a DB-1, 30 Meter X 0.32mm ID X 1.0  $\mu\text{m}$  film, fused silica capillary with chemically bonded (100% Dimethyl Polysiloxane) or equivalent bonded, fused silica column.
2. GC must include a \*confirmation column for the parameters delineated in EPA 505 revision 2.1. This is a OV-17, 25 Meter X 0.32mm ID X 1.5  $\mu\text{m}$  film, fused silica capillary with chemically bonded (50% Phenyl / 50% Methyl Siloxane) or equivalent bonded, fused silica column.

\*Confirmation column must be made of a different stationary phase than the primary column.

**GC for the analysis of US EPA Method 504.1 Revision 1.1 analytes**

1. GC must include a primary column for the parameters delineated in EPA 504.1 revision 1.1. This is a DB-1, 30 Meter X 0.25mm ID X 1.0  $\mu\text{m}$  film, fused silica capillary with chemically bonded (100% Dimethyl Polysiloxane) or equivalent bonded, fused silica column.
2. GC must include a \*confirmation column for the parameters delineated in EPA 504.1 revision 1.1. This is a DB-624, 30 Meter X 0.32mm ID X 1.8  $\mu\text{m}$  film, fused silica capillary with chemically bonded (6% Cyanopropylphenyl / 94% Dimethyl Polysiloxane) or equivalent bonded, fused silica column.

\*Confirmation column must be made of a different stationary phase than the primary column.

**GC for the analysis of US EPA Method 515.4 Revision 1.0 analytes**

1. GC must include a primary column for the parameters delineated in EPA 515.4 revision 1.0. This is a RTX-1701, 180  $\mu\text{m}$  I.D., fused silica capillary with chemically bonded (14% cyanopropylphenyl / 86% methylpolysiloxane) or equivalent bonded, fused silica column.
2. GC must include a \*confirmation column for the parameters delineated in EPA 515.4 revision 1.0. This is a DB-5, 180  $\mu\text{m}$  I.D., fused silica capillary with chemically bonded (5% phenyl / 95% methylpolysiloxane) or equivalent bonded, fused silica column.

\*Confirmation column must be made of a different stationary phase than the primary column.

**AUTOSAMPLER SPECIFICATIONS:**

1. Autosampler will be required for both injection ports
2. Autosampler must include a syringe kit.
3. Autosampler must be capable of injecting at a minimum 1 $\mu\text{L}$  of liquid.
4. Autosampler must include a 50+ sample tray.

5. Autosampler must include at a minimum two solvent reservoirs.
6. Autosampler must include at a minimum two waste reservoirs.
7. Autosampler must have the ability to add an internal standard.

**INSTALLATION REQUIREMENTS:**

1. Vendor must install the GC-ECD instruments at the Office of Laboratory Services, Environmental Chemistry Laboratory located at 4710 Chimney Drive Suite G, Charleston, West Virginia, 25302.
2. Installation must be completed within 90 days of delivery date.
3. Successful vendor is required to provide a certificate of Workers' Compensation.
4. Successful vendor shall furnish proof of commercial general liability insurance prior to issuance of contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$250,000.

**TRAINING REQUIREMENTS:**

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

**WARRANTY REQUIREMENTS:**

1. Vendor must include in the total price of the equipment at least a one-year factory warranty covering all system components of the integrated GC-ECDs with autosamplers.
2. The warranty covering all system components of the integrated GC-ECDs with autosampler and GC operating software must include telephone support during vendor's normal business hours, on-site service/maintenance 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 should include a copy of the warranty.)
3. Vendor must include a one year extended warranty covering all systems components of the integrated GC-ECDs with autosampler and GC operating software after the initial one year warranty expires.

**DELIVERY REQUIREMENTS:**

1. The GC-ECDs with Autosamplers and their 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 GC-ECDs with Autosamplers and their components must be shipped "F.O.B. Destination" unless otherwise stated in the 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:

Item #:	Quantity:	Description:	Unit Cost	Total Cost
1.	1 each	Gas Chromatography Electrode Capture Detector GC-ECD with Autosampler For organohalide pesticides and commercial Polychlorinated biphenyl products in Drinking water	\$ 54,816	\$ 46,555
2.	1 each	Gas Chromatography Electrode Capture Detector GC-ECD with Autosampler for Chlorinated acids in drinking water	\$ 54,834	\$ 46,573
3.	1 each	Gas Chromatography Electrode Capture Detector GC-ECD with Autosampler for 1,2-Dibromomethane (EDB) and 1,2-Dibromo-3-Chloro-Propane (DBCP) in Drinking water	\$ 55,428	\$ 47,167
4.	1 each	On-Site User Training (at installation of equipment)	\$ 0.00	\$ 0.00
5.	1 each	Freight/Shipping Charge	\$ 304.92	\$ 304.92
6.	1 each	Extended Warranty	\$ 7,866.72	\$ 7,866.72
<b>Grand Total</b>			\$ 148,466.64	

The award will be made to the vendor with the lowest overall total cost of the equipment with all software included, training/installation and shipping charges which meet all requested specifications and requirements. Payment will be made in arrears.



Vendor Signature

7/11/11

Date

Rev. 09/08

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: Shimadzu Scientific Instruments, Inc.

Signed: 

Date: 7/11/11

Title: Field Sales Engineer

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



ATTACHMENT  
P.O.# LBS12025

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

Agreed



7//11/11

Signature

Date

Field Sales Engineer

Title

Shimadzu Scientific Instruments, Inc.

Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division



**AGREEMENT ADDENDUM**

WV-96  
Rev. 10/07

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

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

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

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

VENDOR

Company Name: Shimadzu Scientific Instruments, Inc.

Signed: 

Title: Field Sales Engineer

Date: 7/11/11



RFQ No. LBS 12025

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Shimadzu Scientific Instruments, Inc.

Authorized Signature: *Heather J.* Date: 7/11/11

State of Maryland

County of Baltimore, to-wit:

Taken, subscribed, and sworn to before me this      day of July, 20 11.

My Commission expires March 14, 20 13.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

*Jackie Pisanow*

**QUOTE DESCRIPTION:**

LBS12025 - Laboratory Bench Style Gas Chromatography

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

<b>Effective Date</b>	7/11/2011	<b>Proposed Ship Date</b>	30 Days/ARO
<b>Expiration Date</b>	8/10/2011	<b>FOB</b>	DESTINATION
<b>Ship Method</b>	BEST WAY	<b>Shipping Terms</b>	PREPAID & ADD
<b>Inco Terms</b>			

**PLEASE SEE ATTACHED TERMS AND CONDITIONS**

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

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

**ADDITIONAL INFORMATION:****THANK YOU FOR YOUR INTEREST IN SHIMADZU SCIENTIFIC INSTRUMENTS****Authorization Signature****Date: 7/14/2011****For Order Placement:**

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



Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
<b>EPA 504.1 Revision 1.1</b>					
1	220-94843-42	GC-2010PLUS A DUAL SPL DUAL ECD	1	\$31,800.00	\$31,800.00
GC-2010 Plus Dual SPL Dual ECD					
<p>The GC-2010Plus is a state-of-the-art Gas Chromatograph giving unsurpassed performance and reliability. This GC includes two Split/Splitless injection ports with a digital Advanced Flow Control module and two Electron Capture Detectors. The AFC (Advanced Flow Control) module provides control of all parameters related to the injection port set points. It operates in a number of modes including Constant Linear Velocity and is capable of high pressure splitless injections. The GC oven is capable of 20 temperature program ramps and hold steps. Column Oven Cooling Time: 300° C to 50° C &lt;3.5 minutes, Temp. Column oven Programming Rate: 70° C/min; Constant Linear Velocity, Pressure and flow program ramps with flow Control Range: 0 to 1200ml/min, Programming Rate: -400 to 400 ml/min.</p> <p>Column Oven Cooling Time: 300° C to 50° C &lt; 3.5 minutes, Temp. Column oven Programming Rate: 70° C/min; Constant Linear Velocity, Pressure and flow program ramps with flow Control Range: 0 to 1200ml/min, Programming Rate: -400 to 400 ml/min., Atmospheric pressure compensation.</p>					
2	220-94580-00	AOC-20 DUAL TOWER FOR GC-2010 KIT	1	\$9,135.00	\$4,830.00
AOC-20i Dual Tower Kit contains two AOC20i syringe tower injection units and one AOC 20s, 150 1.8ml vial tray with robotic arm.					
3	221-72300-31	AOC-20S, GC-17/GC-2010/GC-2014,	1	\$2,769.00	\$0.00
AOC-20s Carousel					
<p>Robotic sample tray for the AOC-20i. Holds and delivers up to 150 1.5µL vials or 96 4ml vials to the AOC-20i. It is operated through the AOC-20i keyboard, Class-VP, GCsolutions or GCMsSolution software packages.</p> <p>Control parameters include injection speed, port dwell time and mode including traditional and solvent flush.</p>					
4	223-07703-92	LabSolutions GC Workstation Ver.5 Single GC	1	\$5,140.00	\$4,369.00
<p>Shimadzu LabSolutions® GC Workstation v5.32 SP1 Software to provide system control, data acquisition and reporting for one GC System.</p> <p>Highly functional and user friendly, this software controls Shimadzu GC systems, including GC-2010/GC-2010 Plus, GC-14B and GC-2014, designed to run in Windows XP Professional English 32-bit (SP2/SP3) or Windows Vista Business, English 32-bit SP2 or Windows 7 Pro, English 32-bit. All gas flow functions including AFC and APC, and all detectors are controlled as appropriate. GC accessories and automatic sampling equipment are also controlled. When additional accessory control or additional processing capabilities are needed, additional software modules may be added and become an integral part of Labsolutions.</p> <p>LabSolutions GC W/K supports a networked environment and is equipped with GLP/GMP support and system management functions. With optional CLASS Agent, labSolutions software includes built-in electronic record and signature functions that comply with the requirements of US FDA's 21 CFR Part 11.</p> <p>LabSolutions GC W/K supports digital data acquisition through RS-232 or Ethernet connection. Requires workstation hardware</p>					
5	220-90001-03	REGULATOR FOR HE/ AR/ N	1	\$470.00	\$470.00
6	220-90212-00	COPPER TUBING 1/8 50 FEET, cleaned	1	\$82.00	\$82.00

Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
7	220-97318-10	STANDARD WORKSTATION PC (DELL T3500-W3503)	1	\$1,850.00	\$1,665.00
<p>Shimadzu Standard Workstation Mini tower PC with Intel® Core 2 Duo™ processor (2.40GHz/1333MHz/4MB L2 cache).</p> <p>Operating systems include Windows® 7 Pro 32 bit License(installed). System incorporates 2GB Dual-Channel DDR3 1333MHz SDRAM memory (expandable to 8GB), 250GB SATA hard drive, 16X DVD+/-RW Drive.</p> <p>Included are USB keyboard, Optical Wheel mouse, 512MB PCIe x16 NVidia Graphics Card, Intel Integrated Gigabit 10/100/1000 network connection, Two PCI slots, two x16 PCI Express Slots, one PCI-Express x1, one Serial Port (RS-232), one Parallel Port, 11 USB 2.0 ports (2 front,6 back 3 Internal), Integrated High Definition Audio (no speakers).</p> <p>Warranty: Three year limited warranty with three years standard next business day (NBD) onsite parts replacement and three years NBD onsite labor through Dell Corporation.</p>					
8	220-97320-10	DELL P2210, 22INCH PROFESSIONAL WIDESCREEEN, FLAT PANEL	1	\$350.00	\$315.00
9	220-97218-00	STD LASERJET PRINTER W/CABLE	1	\$1,960.00	\$1,764.00
<p>LaserJet printer with security features, ideal for heavy use. Speeds of up to 35 ppm; first page in 8.5 seconds; 540 MHz processor, 32 MB of memory. Jetdirect gigabit Ethernet embedded print server. Built-in control panel and 10-key pad; EIO expansion slot supports optional parallel card, hard disk, or Jetdirect print server. LCD control panel displays four lines of text. Manufacturer's 1-year limited warranty.</p>					
10	I&F	INSTALLATION AND CUSTOMER FAMILIARIZATION	1	\$0.00	\$0.00
11	1YW	1 YEAR WARRANTY	1	\$0.00	\$0.00
12	EXT-Warranty	One year extension of normal instrument warranty. Available only when purchased with the instrument for 6% of instrument list price. Realize an average cost savings of 33% from traditional contract pricing when purchased in conjunction with your new instrument. Help ensure compliance by utilizing factory trained competent Shimadzu service professionals. We guarantee the use of 100% original Shimadzu certified parts to help maintain original equipment specifications/ All mechanical, electrical and electromechanical assemblies covered (excludes consumables).	1	\$2,622.24	\$2,622.24
13	220-94867-00	FREE GC Column with Consultation from Phenomenex	1	\$0.00	\$0.00
<p>Free Phenomenex GC column with GC or GCMS system purchase. Phenomenex will provide a phone consultation about the specific application and send a free column based on the application requirements and objectives. NOTE: THIS COLUMN SHIPS DIRECTLY FROM PHENOMENEX.</p> <p>Offer available for a limited time only and cannot be combined with any other discounts or promotional items. Complimentary columns shall include all non-custom Zebron products with 15-30 m lengths with standard part numbers.</p>					



Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
14	220-99999-G1	Rxi-624sil MS, P/N 13870 Product Name: Rxi-624Sil MS Temp. Limits: -20 to 300/320°C Length: 30m Internal Diameter: 0.32mm df (µm): 1.80µm	1	\$648.00	\$648.00
15	220-99999-G1	Rxi-1MS, P/N 13354 Product Name: Rxi-1ms Temp. Limits: -60 to 330/350°C Length: 30m Internal Diameter: 0.32mm df (µm): 1.00µm	1	\$630.00	\$630.00
<b>EPA 505 Revision 2.1</b>					
1	220-94843-42	GC-2010PLUS A DUAL SPL DUAL ECD	1	\$31,800.00	\$31,800.00
GC-2010 Plus Dual SPL Dual ECD					
The GC-2010Plus is a state-of-the-art Gas Chromatograph giving unsurpassed performance and reliability. This GC includes two Split/Splitless injection ports with a digital Advanced Flow Control module and two Electron Capture Detectors. The AFC (Advanced Flow Control) module provides control of all parameters related to the injection port set points. It operates in a number of modes including Constant Linear Velocity and is capable of high pressure splitless injections. The GC oven is capable of 20 temperature program ramps and hold steps. Column Oven Cooling Time: 300° C to 50° C <3.5 minutes, Temp. Column oven Programming Rate: 70° C/min; Constant Linear Velocity, Pressure and flow program ramps with flow Control Range: 0 to 1200ml/min, Programming Rate: -400 to 400 ml/min.					
Column Oven Cooling Time: 300° C to 50° C < 3.5 minutes, Temp. Column oven Programming Rate: 70° C/min; Constant Linear Velocity, Pressure and flow program ramps with flow Control Range: 0 to 1200ml/min, Programming Rate: -400 to 400 ml/min., Atmospheric pressure compensation.					
2	220-94580-00	AOC-20 DUAL TOWER FOR GC-2010 KIT	1	\$9,135.00	\$4,830.00
AOC-20i Dual Tower Kit contains two AOC20i syringe tower injection units and one AOC 20s, 150 1.8ml vial tray with robotic arm.					
3	221-72300-31	AOC-20S, GC-17/GC-2010/GC-2014,	1	\$2,769.00	\$0.00
AOC-20s Carousel					
Robotic sample tray for the AOC-20i. Holds and delivers up to 150 1.5µL vials or 96 4ml vials to the AOC-20i. It is operated through the AOC-20i keyboard, Class-VP, GCsolutions or GCMSSolution software packages.					
Control parameters include injection speed, port dwell time and mode including traditional and solvent flush.					
4	223-07703-92	LabSolutions GC Workstation Ver.5 Single GC	1	\$5,140.00	\$4,369.00
Shimadzu LabSolutions® GC Workstation v5.32 SP1 Software to provide system control, data acquisition and reporting for one GC System.					
Highly functional and user friendly, this software controls Shimadzu GC systems, including GC-2010/GC-2010 Plus, GC-14B and GC-2014, designed to run in Windows XP Professional English 32-bit (SP2/SP3) or Windows Vista Business, English 32-bit SP2 or Windows 7 Pro, English 32-bit. All gas flow functions including AFC and APC, and all detectors are controlled as appropriate. GC accessories and automatic sampling equipment are also controlled. When additional accessory control or additional processing capabilities are needed, additional software modules may be added and become an integral part of Labsolutions.					
LabSolutions GC W/K supports a networked environment and is equipped with GLP/GMP support and system management functions. With optional CLASS Agent, labSolutions software includes built-in electronic record and signature functions that comply with the requirements of US FDA's 21 CFR Part 11.					
LabSolutions GC W/K supports digital data acquisition through RS-232 or Ethernet connection. Requires workstation hardware					
5	220-90001-03	REGULATOR FOR HE/ AR/ N	1	\$470.00	\$470.00
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<p>Shimadzu Standard Workstation Mini tower PC with Intel® Core 2 Duo™ processor (2.40GHz/1333MHz/4MB L2 cache).</p> <p>Operating systems include Windows® 7 Pro 32 bit License(Installed). System incorporates 2GB Dual-Channel DDR3 1333MHz SDRAM memory (expandable to 8GB), 250GB SATA hard drive, 16X DVD+/-RW Drive.</p> <p>Included are USB keyboard, Optical Wheel mouse, 512MB PCIe x16 NVidia Graphics Card, Intel Integrated Gigabit 10/100/1000 network connection, Two PCI slots, two x16 PCI Express Slots, one PCI-Express x1, one Serial Port (RS-232), one Parallel Port, 11 USB 2.0 ports (2 front,6 back 3 Internal), Integrated High Definition Audio (no speakers).</p> <p>Warranty: Three year limited warranty with three years standard next business day (NBD) onsite parts replacement and three years NBD onsite labor through Dell Corporation.</p>					
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<p>LaserJet printer with security features, ideal for heavy use. Speeds of up to 35 ppm; first page in 8.5 seconds; 540 MHz processor, 32 MB of memory. Jetdirect gigabit Ethernet embedded print server. Built-in control panel and 10-key pad; EIO expansion slot supports optional parallel card, hard disk, or Jetdirect print server. LCD control panel displays four lines of text. Manufacturer's 1-year limited warranty.</p>					
10	I&F	INSTALLATION AND CUSTOMER FAMILIARIZATION	1	\$0.00	\$0.00
11	1YW	1 YEAR WARRANTY	1	\$0.00	\$0.00
12	EXT-Warranty	One year extension of normal instrument warranty. Available only when purchased with the instrument for 6% of instrument list price. Realize an average cost savings of 33% from traditional contract pricing when purchased in conjunction with your new instrument. Help ensure compliance by utilizing factory trained competent Shimadzu service professionals. We guarantee the use of 100% original Shimadzu certified parts to help maintain original equipment specifications/ All mechanical, electrical and electromechanical assemblies covered (excludes consumables).	1	\$2,622.24	\$2,622.24
13	220-94867-00	FREE GC Column with Consultation from Phenomenex	1	\$0.00	\$0.00
<p>Free Phenomenex GC column with GC or GCMS system purchase. Phenomenex will provide a phone consultation about the specific application and send a free column based on the application requirements and objectives. NOTE: THIS COLUMN SHIPS DIRECTLY FROM PHENOMENEX.</p> <p>Offer available for a limited time only and cannot be combined with any other discounts or promotional items. Complimentary columns shall include all non-custom Zebron products with 15-30 m lengths with standard part numbers.</p>					



Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
14	220-99999-G1	Rxi-1MS, P/N 13354 Product Name: Rxi-1ms Temp. Limits: -60 to 330/350°C Length: 30m Internal Diameter: 0.32mm df (µm): 1.00µm	1	\$630.00	\$630.00
15	220-99999-G1	Rxi-17, P/N 13554 Product Name: Rxi-1ms Temp. Limits: -60 to 330/350°C Length: 30m Internal Diameter: 0.32mm df (µm): 1.00µm	1	\$630.00	\$630.00
<b>EPA 515 Revision 4</b>					
1	220-94843-42	GC-2010PLUS A DUAL SPL DUAL ECD	1	\$31,800.00	\$31,800.00
GC-2010 Plus Dual SPL Dual ECD					
The GC-2010Plus is a state-of-the-art Gas Chromatograph giving unsurpassed performance and reliability. This GC includes two Split/Splitless injection ports with a digital Advanced Flow Control module and two Electron Capture Detectors. The AFC (Advanced Flow Control) module provides control of all parameters related to the injection port set points. It operates in a number of modes including Constant Linear Velocity and is capable of high pressure splitless injections. The GC oven is capable of 20 temperature program ramps and hold steps. Column Oven Cooling Time: 300° C to 50° C <3.5 minutes, Temp. Column oven Programming Rate: 70° C/min; Constant Linear Velocity, Pressure and flow program ramps with flow Control Range: 0 to 1200ml/min, Programming Rate: -400 to 400 ml/min.					
Column Oven Cooling Time: 300° C to 50° C < 3.5 minutes, Temp. Column oven Programming Rate: 70° C/min; Constant Linear Velocity, Pressure and flow program ramps with flow Control Range: 0 to 1200ml/min, Programming Rate: -400 to 400 ml/min., Atmospheric pressure compensation.					
2	220-94580-00	AOC-20 DUAL TOWER FOR GC-2010 KIT	1	\$9,135.00	\$4,830.00
AOC-20i Dual Tower Kit contains two AOC20i syringe tower injection units and one AOC 20s, 150 1.8ml vial tray with robotic arm.					
3	221-72300-31	AOC-20S, GC-17/GC-2010/GC-2014,	1	\$2,769.00	\$0.00
AOC-20s Carousel					
Robotic sample tray for the AOC-20i. Holds and delivers up to 150 1.5µL vials or 96 4ml vials to the AOC-20i. It is operated through the AOC-20i keyboard, Class-VP, GCsolutions or GCMSSolution software packages.					
Control parameters include injection speed, port dwell time and mode including traditional and solvent flush.					
4	223-07703-92	LabSolutions GC Workstation Ver.5 Single GC	1	\$5,140.00	\$4,369.00
Shimadzu LabSolutions® GC Workstation v5.32 SP1 Software to provide system control, data acquisition and reporting for one GC System.					
Highly functional and user friendly, this software controls Shimadzu GC systems, including GC-2010/GC-2010 Plus, GC-14B and GC-2014, designed to run in Windows XP Professional English 32-bit (SP2/SP3) or Windows Vista Business, English 32-bit SP2 or Windows 7 Pro, English 32-bit. All gas flow functions including AFC and APC, and all detectors are controlled as appropriate. GC accessories and automatic sampling equipment are also controlled. When additional accessory control or additional processing capabilities are needed, additional software modules may be added and become an integral part of Labsolutions.					
LabSolutions GC W/K supports a networked environment and is equipped with GLP/GMP support and system management functions. With optional CLASS Agent, labSolutions software includes built-in electronic record and signature functions that comply with the requirements of US FDA's 21 CFR Part 11.					
LabSolutions GC W/K supports digital data acquisition through RS-232 or Ethernet connection. Requires workstation hardware					
5	220-90001-03	REGULATOR FOR HE/ AR/ N	1	\$470.00	\$470.00
6	220-90212-00	COPPER TUBING 1/8 50 FEET, cleaned	1	\$82.00	\$82.00

Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
7	220-97318-10	STANDARD WORKSTATION PC (DELL T3500-W3503)	1	\$1,850.00	\$1,665.00
<p>Shimadzu Standard Workstation Mini tower PC with Intel® Core 2 Duo™ processor (2.40GHz/1333MHz/4MB L2 cache).</p> <p>Operating systems include Windows® 7 Pro 32 bit License(Installed). System incorporates 2GB Dual-Channel DDR3 1333MHz SDRAM memory (expandable to 8GB), 250GB SATA hard drive, 16X DVD+/-RW Drive.</p> <p>Included are USB keyboard, Optical Wheel mouse, 512MB PCIe x16 NVidia Graphics Card, Intel Integrated Gigabit 10/100/1000 network connection, Two PCI slots, two x16 PCI Express Slots, one PCI-Express x1, one Serial Port (RS-232), one Parallel Port, 11 USB 2.0 ports (2 front,6 back 3 Internal), Integrated High Definition Audio (no speakers).</p> <p>Warranty: Three year limited warranty with three years standard next business day (NBD) onsite parts replacement and three years NBD onsite labor through Dell Corporation.</p>					
8	220-97320-10	DELL P2210, 22INCH PROFESSIONAL WIDESCREEN, FLAT PANEL	1	\$350.00	\$315.00
9	220-97218-00	STD LASERJET PRINTER W/CABLE	1	\$1,960.00	\$1,764.00
<p>LaserJet printer with security features, ideal for heavy use. Speeds of up to 35 ppm; first page in 8.5 seconds; 540 MHz processor, 32 MB of memory. Jetdirect gigabit Ethernet embedded print server. Built-in control panel and 10-key pad; EIO expansion slot supports optional parallel card, hard disk, or Jetdirect print server. LCD control panel displays four lines of text. Manufacturer's 1-year limited warranty.</p>					
10	I&F	INSTALLATION AND CUSTOMER FAMILIARIZATION	1	\$0.00	\$0.00
11	1YW	1 YEAR WARRANTY	1	\$0.00	\$0.00
12	EXT-Warranty	One year extension of normal instrument warranty. Available only when purchased with the instrument for 6% of instrument list price. Realize an average cost savings of 33% from traditional contract pricing when purchased in conjunction with your new instrument. Help ensure compliance by utilizing factory trained competent Shimadzu service professionals. We guarantee the use of 100% original Shimadzu certified parts to help maintain original equipment specifications/ All mechanical, electrical and electromechanical assemblies covered (excludes consumables).	1	\$2,622.24	\$2,622.24
13	220-94867-00	FREE GC Column with Consultation from Phenomenex	1	\$0.00	\$0.00
<p>Free Phenomenex GC column with GC or GCMS system purchase. Phenomenex will provide a phone consultation about the specific application and send a free column based on the application requirements and objectives. NOTE: THIS COLUMN SHIPS DIRECTLY FROM PHENOMENEX.</p> <p>Offer available for a limited time only and cannot be combined with any other discounts or promotional items. Complimentary columns shall include all non-custom Zebron products with 15-30 m lengths with standard part numbers.</p>					



Line #	Product Number	Product Name	Qty	List Price	Ext'd Price
14	220-99999-G1	Rtx-1701, P/N 42003 for 40 m x 0.18 mm x 0.20 um Product Name: Rtx-1701 Temp. Limits: -20 to 280°C Length: 40m Internal Diameter: 0.18mm df (µm): 0.20µm	1	\$852.00	\$852.00
15	220-99999-G1	Rxi-5 MS, Custom P/N CC327 Product Name: Rxi-5ms Temp. Limits: -60 to 330/350°C Length: 40m Internal Diameter: 0.18mm df (µm): 0.18µm	1	\$1,020.00	\$1,020.00

**NOTE: Taxes are not included in the quoted amount**

<b>Total List Price</b>	\$172,944.72
<b>Total Line Item Discounts</b>	\$24,783.00
<b>Subtotal</b>	\$148,161.72
<b>Estimated Freight Amount</b>	\$304.92
<b>Total Amount</b>	\$148,466.64

**Terms and Conditions****GENERAL TERMS AND CONDITIONS OF SALE**

Shimadzu Scientific Instruments, Inc.

**SALES AGREEMENT**

The Sales Agreement, as referenced hereinbelow, shall mean and refer to these General Terms and Conditions of Sale, together with such other documents concerning the purchase of equipment and/or products designed and/or manufactured by Shimadzu Scientific Instruments, Inc. (hereinafter "SSI" or "Seller") which documents have been or will be executed by and between SSI and the individual or entity identified therein as the purchaser of said equipment and/or products (hereinafter "Buyer"). The documents that comprise the Sales Agreement include, but are not limited to: General Terms and Conditions of Sales; Quote; Purchase Order; Bill of Sale; Bill of Lading; and Invoice.

**PRICES**

The prices set forth on the face hereof

(i) are Shimadzu Scientific Instruments, Inc.'s (hereinafter called SSI) domestic prices based upon manufacture of the quality and type ordered for shipment and end use within the United States and Canada only, all products shipped for end use outside the United States and Canada shall be subject to SSI's international prices,

(ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and

(iii) unless otherwise specified, does not include warranty service or installation outside the United States and Canada. Clerical errors by Shimadzu are subject to correction.

**SPECIFICATIONS**

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

**TERMS OF PAYMENT**

Subject to the credit approval by SSI, terms of payment on this sales agreement are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by SSI in funds bankable at par. Payment made beyond terms will be subject to simple interest of 1-1/2% per month on the outstanding balance. All orders are accepted subject to and the obligation of SSI to make deliveries is subject to the right of SSI to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If Buyer fails to make advance payment when requested to do so by SSI or if Buyer is or becomes delinquent in the payment of any sum of any kind due SSI (whether or not arising out of this sales agreement) or refuses to accept C.O.D. shipments, then SSI shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales agreement, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts of goods and services previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. "Buyer must notify SSI within fifteen (15) days from the invoice date if Buyer has not received products."

**REPOSSESSION**

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

**SECURITY INTEREST**

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

**SHIPMENTS**

(a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) For shipments to and from places within the United States, all shipments-unless otherwise agreed in writing— shall be FOB point of shipment and title and risk of loss or damage shall be passed to Buyer at the shipping point. The cost of transportation and insurance (if requested by Buyer) shall be borne by Buyer.

(c) For shipments from the United States to ports and or places outside the United States all shipments are--unless otherwise agreed in writing-- FOB Columbia, MD. SSI's obligation to affect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title and all risk of loss or damage shall pass to Buyer when the products are shipped to the named place of destination in the country of importation. If shipped FOB Destination, upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than (30) thirty days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or



damage to products occurring while in transit, all sums paid on deposit shall be retained by SSI as liquidated damages, provided, however, that SSI may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

(d) All claims for damage or loss of insured shipments shall be immediately communicated, when possible, to SSI at (410) 381-1227, 7102 Riverwood Drive, Columbia, Maryland 21046-2502, Attn: Customer Service. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and SSI will cooperate with Buyer in the adjustment of all claims. Buyer agrees to permit SSI or SSI's representative to inspect damaged goods.

#### TERMINATION

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

#### RETURNED GOODS

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

#### DELIVERY

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

#### TAXES

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

#### PATENTS

SSI shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales agreement constitutes a direct infringement of any United States patent having a claim of claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at SSI's expense) for the defense of same, and SSI shall pay all damages and costs awarded therein against Buyer. In case said product in such suit is held to constitute infringement and the use of said product is enjoined, SSI shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a non-infringing product, (3) modify it so it becomes non-infringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of SSI shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of SSI for patent infringement by said product. If any suit or proceeding is brought against SSI based on claims that the goods manufactured by SSI in compliance with Buyer's specifications and supplied to Buyer directly infringe any fully issued United States patent, then the patent indemnity obligations herein stated with respect to SSI shall reciprocally apply with respect to Buyer.

#### WARRANTY

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

(a) Components or accessories manufactured by SSI which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by SSI.

A complete list of such components and accessories is maintained at the factory;

(b) SSI makes to warranty with respect to components or accessories not manufactured by it, in the event of defect in any such component or accessory SSI will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty;

(c) any product claimed to be defective must, if required by SSI, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case SSI will pay all transportation charges;

(d) If the product is a reagent or the like, it is warranted only to conform to the quantity and content and for the period (but not in excess of one year) stated on the label at the time of delivery;

(e) SSI may from time to time produce a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) SSI shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of SSI.

(g) SSI's obligations pursuant to all warranties, either express or implied, shall be expressly conditioned upon payment in full by the Buyer for the products(s) covered by the warranties. In the event of non-payment, whether for the entire purchase price or a part thereof, SSI shall be released from all obligations under all warranties, either express or implied.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND MERCHANTABILITY, AND THAT NEITHER BUYER NOR SSI SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, LOSS OF PRODUCTIVITY, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF PLANT, EQUIPMENT OR PRODUCTION. THE LIMITATION OF LIABILITY FOR SUCH DAMAGES SHALL BE APPLICABLE EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES AGREEMENT.

If an SSI Special Warranty (covering a designated item or items) is contained in the manual or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement the foregoing warranty. In the even of



a conflict between the terms and conditions specified herein and those specified in such Special Warranty, the terms and conditions specified herein shall control.

Representations and warranties made by any person, including dealers and representatives of SSI, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon SSI unless expressly assumed in a writing that is approved and signed by an authorized officer of SSI.

#### CONTINGENCIES

SSI shall be entitled to cancel or rescind this Sales Agreement, without liability for loss or damage resulting therefrom, if:

- (a) any product covered by this Sales Agreement is purchased for end use outside the United States or Canada; or,
- (b) if the performance of SSI's obligations under this Sales Agreement is any way adversely affected by the occurrence of any contingency beyond the control of either SSI or SSI's suppliers, including but not limited to:
  - (1) war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot, act of a public enemy, or other act of civil disobedience;
  - (2) failure or delay in transportation;
  - (3) act of any government, government agency or subdivision of any government, or any judicial action affecting the terms of this Sales Agreement;
  - (4) labor dispute, shortage of labor, fuel, raw material or technical or yield failure where SSI has exercised ordinary care in the prevention thereof; and
  - (5) accident, fire, explosion, flood, storm or other act of god.

#### U.S. GOVERNMENT CONTRACTS

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

#### FDA REQUIREMENTS

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

#### APPLICABLE LAW, JURISDICTION VENUE

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

#### END GENERAL TERMS AND CONDITIONS OF SALE

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

SSI-36349-735P Rev. 0

**Authorization Signature**



**Date: 7/14/2011**