



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

# State of West Virginia Master Agreement

Order Date: 08-05-2021

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0313 0313 DEP220000004B 1	Procurement Folder:	920846
Document Name:	Lab and Testing Supplies	Reason for Modification:	
Document Description:	Lab and Testing Supplies	Multi-Award Contract for CRFQ DEP2100000039	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-08-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-08-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000117961 THOMAS SCIENTIFIC HOLDINGS LLC 1654 HIGH HILL RD  SWEDESBORO NJ 08085 US Vendor Contact Phone: 856-832-3442 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Bobbi J Chestnut Requestor Phone: (304) 926-0499 Requestor Email: b.j.chestnut@wv.gov  <b>22</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *Linda Harper*  
8-12-2021  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Jones*  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *Beverly Tolson*  
8-73-21  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The vendor, Thomas Scientific Holdings LLC, agrees to enter into this multi-award open end contract with the agency, The West Virginia Department of Environmental Protection, for lab and testing equipment and supplies per the attached specifications, terms and conditions, Addendum # 1 issued 5/7/2021; Addendum # 2 issued 5/24/2021; Addendum #3 issued 6/25/2021; Addendum #4 issued 6/29/2021, and the vendor's submitted bid response dated 7/12/2021 all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	41120000			EA	0.000000
	Service From	Service To			

**Commodity Line Description:** Lab and Testing Supplies

**Extended Description:**

See Exhibit A Pricing Page Attached to Award

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The vendor, Thomas Scientific Holdings LLC, agrees to enter into this multi-award open end contract with the agency, The West Virginia Department of Environmental Protection, for lab and testing equipment and supplies per the attached specifications, terms and conditions, Addendum # 1 issued 5/7/2021; Addendum # 2 issued 5/24/2021; Addendum #3 issued 6/25/2021; Addendum #4 issued 6/29/2021, and the vendor's submitted bid response dated 7/12/2021 all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	41120000			EA	0.000000
Service From		Service To			

**Commodity Line Description:** Lab Testing Supplies and Equipment

**Extended Description:**

See Exhibit A Pricing Page Attached to Award

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on 8/15/2021 and the initial contract term extends until one (1) year.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.



☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.



**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 03/15/2021



Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DEP21\*32**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Thomas Scientific, LLC

\_\_\_\_\_  
Company

*Jerry Earl*

\_\_\_\_\_  
Authorized Signature

7/9/2021

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

## Lab & Testing Supplies

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### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection to establish an open-end contract for lab testing and supplies.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in the Exhibit A Pricing Page, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **Vendors must provide a Unit Price for the items on the pricing page meeting the minimum requirement of each description:**
      - 3.1.1.1 See Exhibit A Pricing Page, vendors do not have to bid all items, only the ones they can provide at a fixed cost per contract term.
      - 3.1.1.2 Contract Items must be new and unused.
      - 3.1.1.3 Vendors must be a manufacturer or regular stocking dealer for the products offered.

## Lab & Testing Supplies

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### 4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to multiple Vendors based on the lowest cost per line item.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by inserting the Unit Cost per item and multiplying by the estimated quantity to determine the Extended Cost. The Exhibit A Pricing Page attached to the solicitation will sum the Extended Cost automatically.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Exhibit A Pricing Page and must attach prior to submitting an electronic bid through wvOasis. Vendor should include a copy of the filled out pricing page if submitting a paperbid.

### 5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

### 6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within (5) working days after orders are received. Vendor shall deliver emergency orders within (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified



## Lab & Testing Supplies

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in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

## 7. VENDOR DEFAULT:

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.



## Lab & Testing Supplies

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

**7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

**7.2.1** Immediate cancellation of the Contract.

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

**7.2.3** Any other remedies available in law or equity.

### **8. MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

## Exhibit A Pricing Page

Item No.	Manufacturer	Manufacturer Product No.	Description	Unit Measurement	Unit Cost	Vendor
2			GAL LDPE CUBE	EA	\$ 3.36	Thomas Scientific
3			40ML VIAL CLEAR	CS	\$ 55.37	Thomas Scientific
4			32OZ PACKER	CS	\$ 42.33	Thomas Scientific
8			8 OZ HDPE	EA	\$ 1.14	Thomas Scientific
9			BOTTLE PE 16OZ 28/410	EA	\$ 1.79	Thomas Scientific
10			BOTTLE PE 1GAL 110MM 60/CS	CS	\$ 91.22	Thomas Scientific
11			BOTTLE SQ 250ML STERILE 48/CS	CS	\$ 146.92	Thomas Scientific
12			BOTTLE SQ PETG 125ML 48/CS	CS	\$ 66.04	Thomas Scientific
13			BOTTLE, SQ PETG 60ML STERILE 96/CS	CS	\$ 275.58	Thomas Scientific
14			BOTTLE, STORAGE, OBLONG 118ML CAPACITY	PK	\$ 4.70	Thomas Scientific
15			CONDUCTIVITY STD. 1GAL 500 MICROMHOS/CM	EA	\$ 52.31	Thomas Scientific
17			FORMALDEHYDE 37% 20LT SOL 8,UN1198,PGIII	EA	\$ 139.23	Thomas Scientific
18			PH 10.0 BUFFER 20LT BLUE NOT REGULATED, POLY PAC	PK	\$ 32.20	Thomas Scientific
19			PH4.0 BUFFER 20LT RED NOT REGULATED, POLY PAC	PK	\$ 32.20	Thomas Scientific
20			PH7.0 BUFFER 20LT YELLOW NOT REGULATED, POLY PAC	PK	\$ 32.20	Thomas Scientific
21		ACN-5	GLASS AMPOULE, 5ML NITRIC ACID, CONCENTRATED	EA	\$ 2.20	Thomas Scientific
22		ACS-2	GLASS AMPOULE, 2ML, SULFURIC ACID, CONCENTRATED	EA	\$ 2.25	Thomas Scientific
23		ACH-5-1	GLASS AMPOULE, 5ML, 1:1 HYDROCHLORIC ACID	EA	\$ 2.45	Thomas Scientific
24	HACH	2635300	CHLORINE SPEC CHECK (LOW RANGE)	EA	\$ 184.34	Thomas Scientific
26			CLEANSER, LIQUINOX 1 GAL NON-REGULATED	EA	\$ 50.46	Thomas Scientific
27			FILTER .45X50MM W/BARB FITTINGS 10/PK	PK	\$ 80.76	Thomas Scientific
28			PE MATTING 20X50FT/PK RIBBED,DISP.	PK	\$ 40.29	Thomas Scientific
29			SYRINGE 50CC, NS, CATHETER TIP 30/PK	PK	\$ 10.44	Thomas Scientific
30			SYRINGE 50CC,LL,309653 PLS.DISP.	EA	\$ 0.51	Thomas Scientific
32			SYRINGE, POLYPROPYLENE BODY MATERIAL, 50ML CAPACITY, LUER-LOCK CONNECTION	BX	\$ 51.95	Thomas Scientific
33			TUBING C-FLEX L/S 25 400/PK	PK	\$ 118.18	Thomas Scientific
37			TUBING, TYGON, 1/4X3/8X1/16 EACH=1 FT. 50/PK	PK	\$ 3.72	Thomas Scientific
38			IRON AND PH COLOR DISC TEST KIT	EA	\$ 192.72	Thomas Scientific



40			PH PROBES		EA	\$	101.30	Thomas Scientific
41			WIDE RANGE PH INDICATOR SOLUTION		EA	\$	82.40	Thomas Scientific
42			DROPPER ASSEMBLY, 0.5 AND 1.0 ML (FOR BOTTLE 23184-16)		PK	\$	13.63	Thomas Scientific
43			GLASS VIEWING TUBE		PK	\$	22.67	Thomas Scientific
44			BUFFER SOLUTION KIT, COLOR-CODED, PH 4.01, PH 7.00 AND PH 10.01, 500 ML		EA	\$	30.21	Thomas Scientific
45			PH ELECTRODE STORAGE SOLUTION, 500ML		EA	\$	37.98	Thomas Scientific
46			ALUMINUM REAGENT POWDER PILLOW SET (ALUMINON REAGENT, ASCORBIC ACID, BLEACHING 3)		EA	\$	148.96	Thomas Scientific
47			MANGANESE REAGENT POWDER PILLOW SET (CITRATE BUFFER, SODIUM PERIODATE)		EA	\$	72.11	Thomas Scientific
48			PORTABLE PH METER WITH GEL PH ELECTRODE		EA	\$	561.49	Thomas Scientific
49			PORTABLE PH & DISSOLVED OXYGEN METER HQ40D		EA	\$	2,574.16	Thomas Scientific
50			MANGANESE TEST KIT MN-PAN		EA	\$	204.83	Thomas Scientific
51			ALKALINITY TEST KIT AL-TA		EA	\$	51.67	Thomas Scientific
53			ELECTRODE CLEANING SOLUTION, 500ML		EA	\$	11.92	Thomas Scientific
54			IRON REAGENT POWDER PILLOW, 5ML, PK/100		PK	\$	20.95	Thomas Scientific
55			IRON REAGENT POWDER PILLOW, 10ML, PK/100		PK	\$	20.69	Thomas Scientific
56			PH ELECTRODE AND TEMPERATURE SENSOR (ALL-IN-ONE), SINGLE JUNCTION, EPOXY, POLY GEL-FILLED, SEALED, SIMI-DOME, ATC(WATER PROOF 6-PIN), BNC		EA	\$	104.28	Thomas Scientific
57	Medline	SYR160010	60ML LUER LOCK STERILE SYRINGES		EA	\$	0.63	Thomas Scientific
58			KIMWIPES 4.4 X 8.4		BX	\$	2.57	Thomas Scientific
59	NASCO	B00736WA	WHIRL-PAK SAMPLING BAG, BOX OF 500		EA	\$	64.36	Thomas Scientific
60	ENVIRONMENTAL EXPRESS	UC475-GN	50 ML ULTIMATE DIGESTION CUPS, W/GREEN POLYETHYLENE-FACED LINED CAP, 500/PK		PK	\$	145.46	Thomas Scientific
61			15 mL HIGH CLARITY PP CENTRIFUGE TUBE, CONICAL BOTTOM, STERILE 500/CASE		CS	\$	98.07	Thomas Scientific
62	ENVIRONMENTAL EXPRESS	SC0407	FILTERMATE, 0.45 UM PVDF W/PTFE-PREFILTER, 100/PK		PK	\$	132.65	Thomas Scientific
63			SODIUM BICARBONATE, 12 KG		EA	\$	98.07	Thomas Scientific
64	AGILENT	G3280-67041	NICKEL SKIMMER CONE FOR ICP-MS		EA	\$	471.93	Thomas Scientific
65	AGILENT	G3280-67040	NICKEL SAMPLING CONE FOR X-LENS, ICP-MS		EA	\$	554.52	Thomas Scientific
66	AGILENT	G3266-65003	MICROMIST NEBULIZER (GLASS)		EA	\$	713.34	Thomas Scientific
67	AGILENT	5191-5851	VACUUM FLUID PLATINUM OIL, 1QT		EA	\$	68.63	Thomas Scientific
68	AGILENT	5188-6524	PA TUNING SOLUTION SET, 2 x 100mL		EA	\$	882.59	Thomas Scientific

69	AGILENT	G1833-65569	AGILENT PERIPUMP TUBE SAMPLE INTRODUCTION	EA	\$	98.93	Thomas Scientific
70			CLEAN-WIPES, 70% ISO ALCOHOL, 100/CAN	EA	\$	16.51	Thomas Scientific
71			30 ML 1000 PPM BERYLLIUM, ICP-MS or ICP grade	EA	\$	15.65	Thomas Scientific
72			30 ML 1000 PPM CADMIUM, ICP-MS or ICP grade	EA	\$	15.65	Thomas Scientific
73			30 ML 1000 PPM ARSENIC, ICP-MS OR ICP GRADE	EA	\$	15.65	Thomas Scientific
74			30 ML 1000 PPM CHROMIUM +6, ICP-MS OR ICP GRADE	EA	\$	15.65	Thomas Scientific
75			30 ML 1000 PPM MANGANESE, ICP-MS OR ICP GRADE	EA	\$	15.65	Thomas Scientific
76			30 ML 1000 PPM LEAD, ICP-MS OR ICP GRADE	EA	\$	15.65	Thomas Scientific
77			30 ML 1000 PPM NICKEL, ICP-MS OR ICP GRADE	EA	\$	15.65	Thomas Scientific
78			30 ML 1000 PPM YTTRIUM, ICP-MS OR ICP GRADE	EA	\$	15.64	Thomas Scientific
79			30 ML 1000 PPM LITHIUM, ICP-MS OR ICP GRADE	EA	\$	39.48	Thomas Scientific
80			30 ML 1000 PPM INDIUM, ICP-MS OR ICP GRADE	EA	\$	15.65	Thomas Scientific
81			30 ML 1000 PPM TERBIUM, ICP-MS OR ICP GRADE	EA	\$	17.14	Thomas Scientific
82			30 ML 1000 PPM BISMUTH, ICP-MS OR ICP GRADE	EA	\$	15.65	Thomas Scientific
83			30 ML 1000 PPM BERYLLIUM, ICP-MS or ICP grade	EA	\$	35.07	Thomas Scientific
84			30 ML 1000 PPM CADMIUM, ICP-MS or ICP grade	EA	\$	24.52	Thomas Scientific
85			30 ML 1000 PPM ARSENIC, ICP-MS OR ICP GRADE	EA	\$	24.52	Thomas Scientific
86			30 ML 1000 PPM CHROMIUM +6, ICP-MS OR ICP GRADE	EA	\$	27.11	Thomas Scientific
87			30 ML 1000 PPM MANGANESE, ICP-MS OR ICP GRADE	EA	\$	24.52	Thomas Scientific
88			30 ML 1000 PPM LEAD, ICP-MS OR ICP GRADE	EA	\$	24.52	Thomas Scientific
89			30 ML 1000 PPM NICKEL, ICP-MS OR ICP GRADE	EA	\$	24.52	Thomas Scientific
90	PALL LABORATORY	7231	ANALYSIDE 47MM; 100/PK	PK	\$	77.07	Thomas Scientific
91			POWDER FREE DISPOSABLE ANTISTATIC GLOVES, 100/PK	PK	\$	27.93	Thomas Scientific
92			GLASS DISPOSAL BOX, BENCH MODEL, 6/PK	PK	\$	32.39	Thomas Scientific



93	AGILENT	5185-5959	AGILENT TUNING SOLUTION: Li, Mg, Y, Ce, Ti, Co; 2 X 500ML, 1 UG / L; MATRIX= 2% Hno3 5185-5959	EA	\$	304.03	Thomas Scientific
94	ENVIRONMENTAL EXPRESS	SC505	DISPOSABLE WATCH GLASS FOR 50ML DIGESTION CUPS, 1000/PK.	PK	\$	182.04	Thomas Scientific
95	NRD		STATIC ELIMINATING BRUSHES, 1 INCH REPLACEMENT CARTRIDGE	EA	\$	90.96	Thomas Scientific
96	NRD		STATIC ELIMINATING BRUSHES, 3 INCH REPLACEMENT CARTRIDGE	EA	\$	144.28	Thomas Scientific
97			ADHESIVE MAT W/30 LAYERS, 18" x 36", 4/CS LIQUID DETERGENT FOR ULTRA SONIC BATH, SAFE FOR STAINLESS STEEL	CS	\$	1.25	Thomas Scientific
98			KIMWIPES DELICATE TASK WIPERS, 3-ply, White, 11.8" x 11.8", ANTISTATIC, LOW LINT 119 / Box, 15/CS	EA	\$	43.46	Thomas Scientific
99				CS	\$	122.43	Thomas Scientific
100			pH PAPER, 100/PK	PK	\$	1.47	Thomas Scientific
101			UNISEX KNIT CUFF LAB COATS SMALL	EA	\$	16.39	Thomas Scientific
102			UNISEX KNIT CUFF LAB COATS MEDIUM	EA	\$	16.47	Thomas Scientific
103			FORCEPS, NONSERRATED, STAINLESS STEEL	EA	\$	63.31	Thomas Scientific
104			FORCEPS, NONSERRATED, PLASTIC	EA	\$	31.31	Thomas Scientific
105	FINNPIPETTE	9402073	FINNTIP 5mL, 0.5-5mL, GREEN, STERILE, 5x54/RACK, 270/PK	PK	\$	91.55	Thomas Scientific
106	FINNPIPETTE	9402163	FINNTIP 10mL, 1-10mL, RED, STERILE, 5x24/RACK, 120/PK	PK	\$	47.09	Thomas Scientific
107	EPPENDORF	4423000010	EPPENDORF PIPET HELPER, MFR. NO. 4423000010	EA	\$	75.03	Thomas Scientific
108	EPPENDORF	22491750	epT.I.P.S. RELOADS, PCR CLEAN, 50-1000µL, 71mm, BLUE, 960/CS	CS	\$	79.08	Thomas Scientific
109	EPPENDORF	22491733	epT.I.P.S. RELOADS, PCR CLEAN, 2-200µL, 53mm, YELLOW, 960/CS	CS	\$	72.61	Thomas Scientific
110	AGILENT	1535-4970	Oil Mist Filter Element For E2M18	EA	\$	127.96	Thomas Scientific
114			CONDUCTIVITY STD. 1GAL 1,000 MICROMHOS/CM (CASE OF 8)	CS	\$	172.88	Thomas Scientific
115			YSI 6561 PH SENSOR (NOT ORP)	EA	\$	417.90	Thomas Scientific
116			YSI 6560 TEMPERATURE CONDUCTIVITY PROBE	EA	\$	952.56	Thomas Scientific
117			YSI 6562 DISSOLVED OXYGEN PROBE (CLARK CELL)	EA	\$	927.97	Thomas Scientific
118			YSI PRODSS OPTICAL DO CAP	EA	\$	120.10	Thomas Scientific
119			YSI PRODSS PH (NOT ORP) MODULE	EA	\$	418.97	Thomas Scientific
120	YSI	607300	6073G TURBIDITY STANDARD 124 FNU PRODOSS &EXO 126 NTU 6136 1 GALLON	EA	\$	284.03	Thomas Scientific
121	YSI	60907	3167 CONDUCTIVITY STANDARD, 1000 US, 8 PINTS	EA	\$	13.40	Thomas Scientific

122	MILLIPORE	1.09531.0001	PH TEST STRIPS	PK	\$	14.54	Thomas Scientific
123	HACH	2105569	CHLORINE TESTING REAGENT PILLOWS	PK	\$	21.64	Thomas Scientific
130			SECCHI DISK	EA	\$	16.50	Thomas Scientific
131			1000 ML BEAKERS	EA	\$	7.95	Thomas Scientific



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency LLC</b> <b>One Executive Drive</b> <b>Somerset, NJ 08873</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 732-469-3000</b> <b>E-MAIL ADDRESS: somersetclsupport@mma-ne.com</b> <b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Atlantic Specialty Insurance Company</b>	<b>NAIC # 27154</b>
		<b>INSURER B : Twin City Fire Insurance Company</b>	<b>29459</b>
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**INSURED**  
**Thomas Scientific Holdings, LLC**  
**1654 High Hill Road**  
**Swedesboro, NJ 08085**

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7110159700003	09/01/2020	09/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		7110159700003	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		7110159700003	09/01/2020	09/01/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	13WBAH70K6	09/01/2020	09/01/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>Products Liability</b>		7500001620000	09/01/2020	09/01/2021	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named Additional Insured with regard to the liability policies of the insured, but only with respect to and to the extent of the liabilities assumed by the Named Insured under written contract, agreement or permit and subject to the provisions and limitations of the policy.

## CERTIFICATE HOLDER

## CANCELLATION

**State of West Virginia**  
**Department of Administration,**  
**Purchasing Division**  
**2019 Washington Street East**  
**Charleston, WV 25305-0130**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Wm. C. Ciletti*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency LLC</b> <b>One Executive Drive</b> <b>Somerset, NJ 08873</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 732-469-3000</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS: somersetclsupport@mma-ne.com</b>														
<b>INSURED</b> <b>Thomas Scientific Holdings, LLC</b> <b>1654 High Hill Road</b> <b>Swedesboro, NJ 08085</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A : Atlantic Specialty Insurance Company</b></td> <td><b>27154</b></td> </tr> <tr> <td><b>INSURER B : Twin City Fire Insurance Company</b></td> <td><b>29459</b></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Atlantic Specialty Insurance Company</b>	<b>27154</b>	<b>INSURER B : Twin City Fire Insurance Company</b>	<b>29459</b>	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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## COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	13WBAH70K6	09/01/2020	09/01/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>Products Liability</b>			7500001620000	09/01/2020	09/01/2021	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Certificate Holder is named Additional Insured with regard to the liability policies of the insured, but only with respect to and to the extent of the liabilities assumed by the Named Insured under written contract, agreement or permit and subject to the provisions and limitations of the policy.**

### CERTIFICATE HOLDER

<b>State of West Virginia</b> <b>Department of Administration,</b> <b>Purchasing Division</b> <b>2019 Washington Street East</b> <b>Charleston, WV 25305-0130</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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