



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

State of West Virginia Purchase Order

Order Date: 07-07-2026

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:	CPO 0306 5027 GEO2700000001 1	Change Order No:	Procurement Folder:	1985423
Document Name:	X-Ray Diffraction (XRD) instrument for WV Geological Survey			Reason for Modification:
Document Description:	Benchtop Powder X-Ray Diffraction Instrument			
Procurement Type:	Central Purchase Order			
Buyer Name:	Larry D McDonnell			
Telephone:	304-558-2063			
Email:	larry.d.mcdonnell@wv.gov			
Shipping Method:	Best Way			Effective Start Date:
Free on Board:	FOB Dest, Freight Prepaid			Effective End Date:

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000152105 RIGAKU AMERICAS HOLDING INC PO BOX 208036 DALLAS TX 75320-8036 US Vendor Contact Phone: 346-224-0718 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>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Hanna D Law Requestor Phone: (304) 594-2331 Requestor Email: hlaw@wvgs.wvnet.edu 2027 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
GEOLOGICAL & ECONOMIC SURVEY 1 MONT CHATEAU RD MORGANTOWN WV 26508 US	GEOLOGICAL & ECONOMIC SURVEY 1 MONT CHATEAU RD MORGANTOWN WV 26508 US

CR 7-9-26
Purchasing Division's File Copy

Total Order Amount: \$99,984.00

PURCHASING DIVISION AUTHORIZATION DATE: <i>7/9/2026</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>7/9/2026</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>7-4-26</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The vendor, Rigaku Americas Holding, Inc., agrees to enter into a contract with the Agency, West Virginia Geological and Economic Survey to provide Benchtop Powder X-Ray Diffraction Instrument, per the bid requirements, terms, conditions, specifications, Addendum No. 01 issued 06/16/2026, and vendor's bid dated 06/23/2026 all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	41102704	1.00000	EA	99984.000000	99984.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Benchtop Powder XRD Instrument

Extended Description:

See attached documentation for further details.

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

REQUIRED INFORMATION ABOUT THIS CONTRACT:

State Agency, Board, or Commission (the "State"): WV Geological and Economic Survey

Vendor: Rigaku Americas Holding, Inc.

Contract Name or Identifier/Lease Number ("Contract"): CPO GEO27*01

Commodity/Service: Benchtop Powder XRD Instrument

The State and the above-identified Vendor are entering into the above-referenced contract. The Contract or other materials incorporated into this Contract may contain provisions that are inconsistent with West Virginia law, regulations, or policy. **THIS ADDENDUM SUPERSEDES, MODIFIES AND CONTROLS ANY CONFLICTING PROVISIONS CONTAINED IN THE CONTRACT REGARDLESS OF WHEN SUCH DOCUMENTS ARE SUBMITTED.**

1. **PAYMENT** – The State will not make any advanced payments for goods or services unless the payment is (i) authorized by the policy of the West Virginia State Auditor (e.g., software/SaaS licenses, software support services, and the first year of a software subscription), or (ii) expressly authorized in a writing by the West Virginia State Auditor and that approval is made a part of this contract. Payments are made only after the (i) receipt of the goods and/or services and (ii) processing of all required invoice documentation to the State Auditor's satisfaction.

The following provisions are deleted: (i) interest or penalties for late payment, (ii) payment of lost profits, termination fees, or liquidated damages upon termination, and (iii) acceleration of payments due to termination, default, or non-funding.

2. **FUNDING** – Payments under this Contract are contingent upon the availability of properly encumbered funds through legislative appropriation or other lawful funding sources. If funding becomes unavailable, then the State may terminate this Contract upon notice to the vendor. Non-appropriation or non-funding is not an event of default, and all work shall cease upon termination.
3. **TERMINATION FOR CONVENIENCE** – The State may terminate this Contract for convenience upon thirty (30) days written notice to the Vendor. The State will pay only for undisputed services rendered or goods delivered prior to termination. Any conflicting Vendor provision regarding termination is deleted.
4. **GOVERNING LAW** – The Contract shall be governed by the laws of the State of West Virginia or required federal law. Any provision requiring the application of any other state's laws is deleted.
5. **JURISDICTION/DISPUTES** – All claims for monetary damages must be filed with the West Virginia Legislative Claims Commission. Other legal actions must be brought in courts authorized under West Virginia laws to exercise jurisdiction.
6. **PRESERVATION OF STATE LEGAL RIGHTS** - Notwithstanding any provision contained in this Contract or other materials incorporated into this Contract, any term that limits, waives, or otherwise restricts the legal rights available to the State is deleted. Without limitation, the following provisions are deleted:
 - a. Any requirement that the State agrees to (i) participate in binding arbitration or other extra-judicial dispute resolution process, (ii) waive a jury trial, or (iii) resolve disputes in any jurisdiction or venue other than the State of West Virginia.
 - b. Any provision requiring the State to (i) indemnify, defend, or hold harmless the Vendor or any third party, or (ii) assume the Vendor's business or legal risks.
 - c. Any provision limiting the Vendor's liability for direct damages arising from bodily injury, death, or damage to property (tangible or intangible) caused by the negligence or willful misconduct of the Vendor or its employees or agents. Any limitation of liability is enforceable only to the extent permitted by West Virginia Law.
 - d. Any provision requiring the State to waive or limit its legal rights, claims or defenses.
 - e. Any provision limiting the time within which the State may file a claim or initiate any legal action.
 - f. Any provision permitting repossession of equipment without notice to the state. Repossession may occur only with appropriate notice.
 - g. Any provisions requiring the State to pay Vendor's attorney fees, collection costs, or litigation expenses are deleted except in cases where they are ordered by a court of competent jurisdiction.
7. **TAXES** – The State is exempt from federal, state, and local taxes. Any provision requiring the State to pay taxes on behalf of the Vendor is deleted. The State will provide a tax-exempt certificate upon request.

8. **ASSIGNMENT** – No assignment of this contract is effective and binding until the State and Vendor execute a change order to this Contract. This Contract is automatically terminated if the assignment is to a person or entity with whom the State is prohibited from doing business. In that circumstance, Vendor agrees to pay the State a pro-rata refund equal to the cost paid for the unused portion of the commodity or service provided. The State may assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor.
9. **RENEWAL/MODIFICATION** – This Contract may be renewed, extended, amended, or modified only by written agreement signed by both parties and approved, as to form, by the Attorney General. Any automatic renewal or modification provision is deleted.
10. **INSURANCE** – Any provision requiring the State to maintain insurance for the benefit of the State, the Vendor or any third party is deleted.
11. **DELIVERY** – All deliveries under the Contract shall be FOB destination unless the State expressly and knowingly agrees otherwise in writing. Any contrary delivery term is deleted.
12. **PUBLIC RECORDS AND CONFIDENTIALITY** – This Contract and related records are subject to the West Virginia Freedom of Information Act ("W. Va. FOIA") (W. Va. Code §29B-1-1 et seq.) and applicable public procurement laws. Any provision requiring Vendor consent or notice prior to disclosure is deleted.

All provisions requiring the non-disclosure of information must be (i) permitted by West Virginia law, (ii) incorporated through a separately signed writing, and (iii) approved, as to form, by the Attorney General.

13. **DATA OWNERSHIP.** During and after the term of this Contract, the State retains all ownership rights to information or data that the State provides to the Vendor, or which the Vendor collects or captures while providing its services (hereafter "Data"). The Vendor agrees to only use the Data to provide the procured services. Without limitation, the following provisions are deleted:
- a. Any provision granting the Vendor or any other person or entity: (i) rights to sell, license or otherwise exploit the Data, (ii) use rights (including without limitation the right to use the Data to train machine learning and/or artificial intelligence models) or (iii) any other proprietary interests in the Data.
 - b. Any provision that defines "Data" in a manner that excludes from these protections: (i) transaction or system-based data, including metadata, (ii) Data once it has been de-identified, anonymized, or aggregated, or (iii) vendor analytics performed on the Data.

Before contract termination, the Vendor agrees to coordinate with the State, to either (1) destroy the Data or (2) return it to the State in the format requested by the State. This shall be done without further conditions, costs, or delays.

14. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires binding the State to third-party's end-users license agreement (EULA), the Vendor represents that none of the mandatory click-through, unsigned, or web-linked EULA terms and conditions conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from a wrongful representation/assertion that the EULA's terms and conditions are in accord with, or subordinate to, this Addendum.
15. **AMENDMENTS** – All amendments, modifications, alterations or changes to this Contract shall be made by a (i) written change order, (ii) signed by all parties, and (iii) approved, as to form, by the Attorney General.

If legal circumstances require this Addendum to be amended, then those changes must be made in an OBVIOUS MANNER such as by using **bold Italics**, or underline to identify language being added and using bold ~~strikethrough~~ to identify language being deleted. Do not use track-changes. All changes to this WV-96 must be expressly approved by the Office of the Attorney General.

State: <u>West Virginia Geological Survey</u>	Vendor: <u>Rigaku America Holding, Inc</u>
By: <u>Hanna P. Law</u>	By: <u>David C. Henderson</u>
Printed Name: <u>Hanna P. Law</u>	Printed Name: <u>David C. Henderson</u>
Title: <u>CEO, WV Geological Survey</u>	Title: <u>Sr. Director, Supply Chain</u>
Date: <u>6/30/26</u>	Date: <u>6/30/26</u>

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 _____ 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:

☐ the contract will continue for _____ years;

☐ the 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).

☒ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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.

☐☐☐☐

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 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 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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9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

☐ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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.

20. TIME: Time is of the essence regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION
Benchtop Powder X-Ray Diffraction Instrument
CRFQ GEO26*02

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Geological and Economic Survey to establish a contract for the one-time purchase of a Benchtop Powder X-Ray Diffraction (XRD) Instrument. The XRD Instrument will be used by West Virginia Geological and Economic Survey geoscientists in laboratory applications to determine minerals within rock samples.
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"** means a benchtop, X-Ray Diffraction (XRD) instrument as more fully described by these specifications.
 - 2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 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.
 - 2.4 **"Co"** means the element Cobalt, atomic number 27.
 - 2.5 **"Cu"** means the element Copper atomic number 29.
 - 2.6 **"Fe"** means the element Iron, atomic number 26.
 - 2.7 **"Mn"** means the element Manganese, atomic number 25.
 - 2.8 **"Ni"** means the element Nickel, atomic number 28.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Benchtop Powder XRD Instrument**
 - 3.1.1.1 X-Ray Diffractometer (XRD), to be used for the purposes of qualitatively and quantitatively identifying phase analysis of polycrystalline materials in rock samples. Must be powder XRD and not a single crystal XRD.

REQUEST FOR QUOTATION
Benchtop Powder X-Ray Diffraction Instrument
CRFQ GEO26*02

The diffractometer must be new, benchtop design, and use American standard electrical power (110-120 V).

3.1.1.2 The X-Ray Diffraction (XRD) system must have software that performs phase identification, quantitative analysis, crystal structure, and Rietveld Refinement at minimum. In addition, the following specifications are required:

1. Benchtop XRD system must be capable of operating at a minimum of 600-watts and not exceeding 1,200 watts of X-ray power using a standard Cu XRD x-ray tube.
2. The system must have a continuously variable divergence slit that keeps the irradiated area of the sample constant throughout the entire 2-theta measurement range.
3. The system must include a high-speed silicon strip detector capable of suppressing fluorescence effects of Fe, Co, Mn or Ni.
4. The system must come with an extended crystalline database, such as ICDD PDF2, PDF4+ and other PDF4s, as well as a Crystallography Open/Online Database. One license is required for a minimum of one year.
5. System must have a sample changer with spinning capability that can be easily removed or added by the user.
6. Accessories should include a reference specimen, Ni K β filter for Cu radiation, and an anti-scatter protector at the minimum.

3.1.1.3 Benchtop X-Ray Diffractometer must be covered under an extended warranty agreement for a minimum of one year.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should enter a unit price for the total cost of the device on the commodity line in wvOASIS. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION
Benchtop Powder X-Ray Diffraction Instrument
CRFQ GEO26*02

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall deliver the Contract Items within sixty (60) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1 Mont Chateau Road, Morgantown, WV 26508.

6.1.1 Delivery must take place Monday through Friday 8:00 a.m. to 4:30 p.m.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

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.

REQUEST FOR QUOTATION
Benchtop Powder X-Ray Diffraction Instrument
CRFQ GEO26*02

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.

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.



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

State of West Virginia
Centralized Request for Quote
Laboratory

Proc Folder: 1985423

Doc Description: Benchtop Powder X-Ray Diffraction Instrument

Reason for Modification:

Addendum No. 01

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2026-06-16	2026-06-23 13:30	CRFQ 0306 GEO2600000002	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
304-558-2063
larry.d.mcdonnell@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 01

To attach answers to vendor questions.

Bid opening date and time still remains 06/23/2026 at 1:30PM EST/EDT.

No other changes

INVOICE TOGEOLOGICAL & ECONOMIC
SURVEY

1 MONT CHATEAU RD

MORGANTOWN

WV

US

SHIP TOGEOLOGICAL & ECONOMIC
SURVEY

1 MONT CHATEAU RD

MORGANTOWN

WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Benchtop Powder XRD Instrument	1.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

41102704

Extended Description:

See attached documentation for further details.

SCHEDULE OF EVENTS**Line****Event****Event Date**

SOLICITATION NUMBER: CRFQ GEO26*02

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

To attach answers to vendor questions.

Bid opening date and time still remains 06/23/2026 at 1:30PM EST/EDT.

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Vendor Answers from WV Geological Survey for CRFQ-0306-GEO2600000002:

Question: Under general requirements (3.1.1.3) "Benchtop X-Ray diffractometer must be covered under an extended warranty agreement for a minimum of one year." Is this a request of warranty beyond the one-year warranty period that is included with the instrument? Meaning, you are requesting 2 years of warranty?

Answer:

WV Geological Survey is seeking a warranty of at least one year.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GEO26*02

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)

☒ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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 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.

Rigaku Americas Holding, Inc

Company



Authorized Signature

6-18-2026

Date

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

State of West Virginia Bid Opportunity Response

Solicitation No: CRFQ 0306 GEO2600000002

Description: Benchtop Powder X-Ray Diffraction Instrument

Rigaku Americas Corporation respectfully submits this response to the State of West Virginia for Solicitation No. CRFQ 0306 GEO2600000002, for a Benchtop Powder X-Ray Diffraction Instrument. We appreciate the opportunity to propose the MiniFlex 6G system as a robust, high-performance solution designed to meet and exceed the State's requirements for qualitative and quantitative phase analysis of polycrystalline rock samples. Rigaku has a long-standing reputation for delivering reliable XRD technology, and we are confident that the MiniFlex 6G provides the accuracy, efficiency, and ease of use necessary to support the State's analytical objectives. We welcome the opportunity to be considered for this procurement and are committed to delivering a system that aligns fully with the specifications outlined in the solicitation.

Solicitation Response

3.1.1 Benchtop Powder XRD Instrument

3.1.1.1 X-Ray Diffractometer (XRD), to be used for the purposes of qualitatively and quantitatively identifying phase analysis of poly crystalline materials in rock samples. Must be powder XRD and not a single crystal XRD.

Rigaku meets this requirement.

The diffractometer must be new, benchtop design, and use American standard electrical power (110-120 V).

Rigaku meets this requirement.

3.1.1.2 The X-Ray Diffraction (XRD) system must have software that performs phase identification, quantitative analysis, crystal structure, and Rietveld Refinement at minimum. In addition, the following specifications are required:

Rigaku meets this requirement.

1. Benchtop XRD system must be capable of operating at a minimum of 600-watts and not exceeding 1,200 watts of X ray power using a standard Cu XRD x-ray tube.

The Rigaku meets this requirement.

Rigaku Americas

A Division of Rigaku Americas Holding, Inc.

9009 New Trails Drive • The Woodlands, TX 77381 • T: 281-362-2300 • F: 281-364-3628 • I: info@rigaku.com • rigaku.com

-
2. The system must have a continuously variable divergence slit that keeps the irradiated area of the sample constant throughout the entire 2-theta measurement range.

The Rigaku meets this requirement.

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-
3. The system must include a high-speed silicon strip detector capable of suppressing fluorescence effects of Fe, Co, Mn or Ni.

The Rigaku meets this requirement.

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-
4. The system must come with an extended crystalline database, such as ICDD PDF2, PDF4+ and other PDF4s, as well as a Crystallography Open/Online Database. One license is required for a minimum of one year.

Rigaku meets this requirement by providing ICDD PDF-4/Minerals Database and includes a one-year license.

-
-
-
-
5. System must have a sample changer with spinning capability that can be easily removed or added by the user.

Rigaku meets this requirement with the Automatic Sample Changer with spinning capability which can be easily removed or added by the user.

-
-
-
-
-
6. Accessories should include a reference specimen, Ni K β filter for Cu radiation, and an anti-scatter protector at the minimum.

Rigaku meets this requirement.

3.1.1.3 Benchtop X-Ray Diffractometer must be covered under an extended warranty agreement for a minimum of one year.

Rigaku meets this requirement and will be covered by a one-year warranty.

Sincerely,

Charles McBeath

Mid-Atlantic Regional Account Manager

Materials Analysis Division

T: 346-224-0718

charles.mcbeath@rigaku.com



QUOTATION

9009 New Trails Drive
The Woodlands, TX 77381-5209
United States
Phone: (281) 362-2300
Email: info@rigaku.com

Issued To:

Bethany Royce
broyce@wvgs.wvnet.edu
(304) 594-2331

Quote #:	Q-01758-2
Issue Date:	6/8/2026
Expiration Date:	8/6/2026
Delivery Time:	30 - 60 Days
Delivery Point:	Customer Loading Dock
Commercial Terms:	FOB
Payment Terms:	Net 30
Billing Plan:	50% on Order, 30% on Shipping, 20% on Delivery

Address Information

Bill To

West Virginia Geological and Economic Survey
1 Mont Chateau Road
Morgantown, West Virginia 26508
United States

Ship To

Bethany Royce
West Virginia Geological and Economic Survey
1 Mont Chateau Road
Morgantown, West Virginia 26508
United States

Contact Information

Prepared By
Charles McBeath

Email
charles.mcbeath@rigaku.com

Notes

Quote Line Items

MiniFlex 6G			
QUANTITY	PRODUCT CODE	PRODUCT NAME	UNIT TOTAL
1.00	A00010822	MiniFlex 6G - Internal Heat Exchanger	USD 57,806.76

QUANTITY	PRODUCT CODE	PRODUCT NAME	UNIT TOTAL
1.00	9407F202	X-ray Tube, Cu, Glass, Fine Focus, 1.0 kW	USD 7,560.00
1.00	2858N102	Incident Soller Slit 5.0°	USD 1,526.54
1.00	A00007457	Filter - Ni - for Cu Tube (0.023mm)	USD 283.50
1.00	C438-0017	Filter - Ni - for Cu Tube (0.015mm)	USD 283.50
1.00	A00007475	Receiving Soller Slit 5.0°	USD 2,180.77
1.00	1033792	Subkit for MiniFlex - US - Internal Heat Exchanger	USD 199.90
1.00	A00016014	Variable Knife Edge Slit	USD 1,962.69
1.00	A00007469	D/teX Ultra2 Detector	USD 10,903.85
1.00	1002018-0495	PC System - MiniFlex	USD 2,845.16
1.00	1036370	32" Monitor	USD 607.98
1.00	A00009058	SmartLab Studio II (SLSII) Software (1 dongle + 10 Network licenses) - RAC	USD 5,233.85
1.00	A00002241	SLSII Powder Basic XRD Plug-in	USD 4,361.54
1.00	A00002242	SLSII Powder Search	USD 5,670.00
1.00	1021507	Crystallography Open Database (COD)	USD 0.00
1.00	SRV-XD-I-RAC	Installation by Rigaku - XRD	USD 9,450.00
1.00	BNCHTP-SHP-FOB	Shipping - FOB	USD 5,500.00
1.00	SRV-XD-T-MF-WebBasic	Training - MiniFlex - Basic - Web-Based Training Class	USD 3,675.00
1.00	A00007458	ASC-8 - Automatic 8-Position Sample Changer	USD 9,813.46
1.00	A00002245	SLSII Powder Rietveld	USD 6,978.46
1.00	SRV-XD-T-MF-WebAdv	Training - MiniFlex - Rietveld - Web-Based Training Class	USD 1,837.50
1.00	XD-PDF4M-CMR	ICDD PDF-4/Minerals Database - Commercial	USD 1,471.00
MiniFlex 6G SUBTOTAL:			USD 140,151.46
MiniFlex 6G CUSTOMER DISCOUNT:			USD 40,167.46
MiniFlex 6G TOTAL:			USD 99,984.00

SUBTOTAL:		USD 140,151.46
CUSTOMER DISCOUNT		USD 40,167.46
TOTAL:		USD 99,984.00

Optional Quote Line Items

Notes for Purchasing Manager

Taxes will be added to invoice if applicable, for the following states: Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Nebraska, Nevada, New Jersey, New York, North Carolina, Oklahoma, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, Washington D.C., Wisconsin. If Buyer claims tax exempt status, Buyer agrees to provide Rigaku (Seller) with a tax exemption certificate acceptable to local taxing authorities in the jurisdiction concerned.

Seller offers to sell to Buyer, and Buyer agrees to purchase from Seller, the goods and services described below, subject to the terms and conditions stated on the face of this Quotation and Seller's standard terms and conditions, attached. Seller hereby objects to any additional or different terms stated in Buyer's request for quotation, purchase order, or any other document of Buyer. Any modification of these terms of sale must be specifically agreed to in writing by Seller.

Payment terms beyond Net 30 days for work completed is considered a loan subject to a 7.5% interest charge. This contract is binding upon Seller's receipt of Buyer's Purchase Order for same. Please address Purchase Order to Rigaku Americas Corporation to the address at the bottom of this page, or email to purchaseorder@rigaku.com.

The following forms are required with a Purchase Order: End User Certificate (filled and signed), Customer Setup Form, Tax Form (if applicable). Talk to your Rigaku sales representative if you have any questions.

Prices are listed in USD. Prices are based on quoted payment terms. Prices and specifications subject to change without notice. Quotation validity subject to compliance with US Government export regulations for Analytical X-ray instrumentation. Inside delivery is not included. If inside delivery is required, an additional charge will apply. When accepting delivery, please note on transport documents any shortage or damage (including water damage, damage caused by forklift, etc.), and advise Rigaku immediately at support@rigaku.com.

Delivery times are estimates based on current conditions. Due to the disruption in the global supply chain, delivery times may vary. If a delivery is delayed due to any cause beyond Rigaku's reasonable control in obtaining from others suitable services, materials, components, equipment, or transportation, the delivery period shall be extended a period of time equal to the period of the delay and its consequences. Rigaku will give the Buyer notice within a reasonable time after it becomes aware of any such delay.

Standard Terms and Conditions of Sale

This entire agreement supersedes any other oral and/or written communication on this subject. This document and any other documents specifically referred to as being a part hereof constitute the entire agreement on the subject matter and shall not be modified except in writing signed by both parties.

PRICE

Purchase price for each item of equipment is guaranteed until midnight Central Time on the date shown in the "Valid Until" block on page one. Prices designated as "List Prices" are subject to change without notice. Prices are stated in the currency listed and do not include taxes of any kind.

TAXES & DUTIES

If Seller is required by law to collect taxes on any amount subject to this contract, Seller will include such taxes on each applicable invoice and those amounts shall be due on Buyer's receipt of the invoice. If Buyer claims tax-exempt status, Buyer shall provide Seller a tax exemption certificate or other documentation acceptable to the appropriate taxing authority. Unless otherwise stated, Buyer is solely responsible for all other taxes which Seller is not required by law to collect, and any other charges imposed on shipment of the purchased goods. Seller shall not be liable for any delay, loss, or indirect, special, liquidated, incidental, or consequential damages resulting from Buyer's failure to timely pay amounts for which it is responsible. Buyer is responsible for all duties including customs clearance charges, as applicable, outside of the United States and/or European Community, unless otherwise stated.

PAYMENT TERMS

Payment shall be made in accordance with the terms stated on page one of this contract. In the event that delivery is delayed at Buyer's request, Buyer shall pay Seller 90% of the total contract amount on the original delivery date.

SOFTWARE LICENSE

Any software which is used in conjunction with the goods sold by this contract is transferred pursuant to a separate license agreement. Unless otherwise stated the software is not sold to Buyer and title to the software shall not pass to Buyer.

SHIPMENT

Shipment shall be made in accordance with the terms stated on page one. If inside delivery is required and not expressly made a part of this contract, an additional charge will apply.

DELIVERY

Delivery shall be made in accordance with the terms stated on page one. In the event that delivery is delayed at Buyer's request:

- (1) the equipment warranty period will commence on the original delivery date, and
- (2) Seller may store the goods at Seller's facility or at such other location as Seller may choose at Seller's sole discretion, and Buyer shall be responsible for all storage and incidental charges, regardless of the location at which the goods are stored.

TITLE

Buyer grants, and Seller retains, a security interest in all goods to secure payment therefore until all amounts due are paid, and Buyer agrees that it shall execute all documents necessary to secure such interest to Seller. Buyer shall not grant to any third party a security or other interest in the goods purchased pursuant to this contract which is in conflict with this paragraph.

EQUIPMENT WARRANTY

New goods, except expendables and supplies, are warranted against defects in materials and workmanship that materially affect the functionality of the goods. until the earlier of twelve months from installation or fourteen months from delivery. The seller's sole obligation under this warranty shall be to repair or replace defective components, including the cost of shipping parts and providing labor for installation, if applicable. This warranty does not extend to other vendors' products that are supplied to Buyer in conjunction with this contract. Those products are warranted by their respective manufacturers or vendor's warranties in effect on the date of shipment to Buyer. Seller assigns to Buyer all rights it may have in such warranties. All warranties are contingent upon proper use of the goods and operation of the same within manufacturer's specifications.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF SELLER WITH RESPECT TO THE GOODS.

LIMITATION OF LIABILITY

Seller shall not be liable for any incidental, consequential, or special damages, including, but not limited to any loss of business, income or profits, Buyer's expenses for downtime, or for making up downtime, and any labor costs of Buyer related to the functioning of components covered by this Agreement. The seller's liability on any claim of any kind of loss, injury, or allocated damages shall not exceed the fraction of the purchase price allocable to the component giving rise to such claim. The foregoing states the exclusive remedy of the Buyer and the exclusive liability of Seller. Seller agrees to indemnify and hold harmless Buyer and Buyer's employees, officers, directors, affiliates, partially or wholly owned subsidiaries, agents, successors and assigns from all claims arising from or connected with the Seller's performance of this contract, except for claims arising from the negligence, recklessness, or willful misconduct of Buyer or Buyer's employees, officers, directors, affiliates, partially or wholly owned subsidiaries, agents, successors, and assigns. In the event such a claim is asserted, Buyer will notify Seller immediately, and Seller's counsel will represent Buyer. If Buyer elects to be represented through its own counsel in addition to Seller's counsel, Buyer is responsible for its attorney's fees and associated expenses.

DELAYS

If Seller suffers delay in performance due to any cause beyond its reasonable control including, but not limited to, acts of God, act, or failure to act of government, act or omission of Buyer, war, fire, flood, strike or labor trouble, sabotage, or delay in obtaining from others suitable services, materials, components, equipment, or transportation, the time for the Seller's performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give the Buyer written notice within a reasonable time after Seller becomes aware of any such delay.

SITE PREPARATION

Buyer shall prepare the installation site at Buyer's expense; provide utilities in accordance with Seller's pre-installation instructions and specifications; furnish uncrating, rigging, electrical (including step-up or step-down transformer if needed), plumbing, or other assistance, as required, and furnish materials and labor for connecting specified utilities to the purchased goods. It is the Buyer's sole responsibility to comply with X-ray registration, and satisfy all federal, state, and local X-ray radiation safety regulations with appropriate regulatory authorities.

INSTALLATION

On-site installation and instrumentation start up are provided by Seller at no additional charge unless otherwise stated in the quotation. Software applications training is offered per specifications and options in the body of the quotation.

CANCELLATION & DAMAGES

Buyer may not cancel or terminate this contract for convenience, nor may it direct suspension of Seller's manufacture of the purchased goods or delivery of the same, except with Seller's written consent and then only with tender of payment to Seller sufficient to compensate Seller for all direct and on sequential costs

incurred as a result of Buyer's agreement to this contract and subsequent cancellation, plus a reasonable amount for profit. Buyer understands and agrees that the goods sold pursuant to this contract may be customized and not re-sellable to other customers, and that Seller's loss due to Buyer's cancellation may be the entire contract price and, in such cases, agrees that Seller may reasonably require the payment of 100% of the contract price notwithstanding Buyer's desire to cancel.

OBJECTIONS TO CHANGES

Seller objects to any changes to these terms and conditions, which Buyer seeks to impose by means of terms stated in Buyer's request for quotation, purchase order, or any other document of Buyer. Issuance of a purchase order hereto by Buyer constitutes Buyer's assent to Seller's terms and conditions. Acceptance of the quotation is expressly limited to the terms and conditions set forth herein. Any modification of these terms of sale must be specifically agreed to in writing by Rigaku.

AMENDMENT IN WRITING

These standard terms and conditions may not be amended except by a separate written agreement signed by both the Buyer and Seller. An alteration of the text of this document shall not constitute modification of the terms and conditions of this contract.

GOVERNING LAW

This contract shall be enforced pursuant to the law of the jurisdiction for the Seller's office which issued this quotation, i.e. Texas, Massachusetts, Canada or the UK.

ASSIGNMENT

Buyer's obligations pursuant to this contract may not be assigned without the express, written agreement of Seller.

SEVERABILITY

In the event that a court of competent jurisdiction shall hold any portion of this contract to be void or unenforceable, that portion of this contract shall be severed, and the remainder shall remain in full force and effect.

TRADE COMPLIANCE TERMS/OBLIGATIONS

U.S. export controls regulate the shipment of U.S.-origin Rigaku products that are exported or reexported to foreign countries. If Buyer exports or reexports products or technology of U.S. origin, or containing U.S. origin, it is the Buyer's responsibility to ascertain its compliance obligations under the U.S. export laws and regulations, as well as any foreign export laws and regulations that may apply. The U.S. maintains economic sanctions against certain countries, including but not limited to, Cuba, Iran, North Korea, Sudan, and Syria. The export, reexport, sale, supply, or service, directly or indirectly, from the U.S. or by a U.S. person, wherever located, to any sanctioned countries is strictly prohibited without prior authorization by the U.S. Government. Buyer shall not sell, transfer,

COMPLIANCE WITH THE FOREIGN CORRUPT PRACTICES ACT

Buyer acknowledges and agrees to comply with the U.S. Foreign Corrupt Practices Act, which prohibits the corrupt offer, payment, promise to pay or authorization of payment of anything of value, directly or indirectly, to a foreign official, political party or official thereof, or candidate for political office for the purpose of influencing any official act or inducing the official to use his influence to obtain or retain business.