



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

Solicitation

NUMBER
CME15037

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BOB KILPATRICK 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Thermo Electron North America LLC
 1400 Northpoint Pkwy, Ste 10
 West Palm Beach, FL 33407

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
 619 VIRGINIA STREET, WEST
 CHARLESTON, WV
 25302 304-558-4865

DATE PRINTED
06/26/2014

BID OPENING DATE: 07/23/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), OFFICE OF THE CHIEF MEDICAL EXAMINER TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF A GAS CHROMATOGRAPH/EXTRACTOR MASS SELECTIVE DETECTOR SYSTEM, INCLUDING ACCESSORIES, SOFTWARE, LIBRARIES, SETUP AND INSTALLATION, TRANSFER OF "IN-HOUSE" MASS SPECTRAL LIBRARY DATA, ON-SITE TRAINING, AND SUPPORT, MAINTENANCE AND WARRANTY, PER THE ATTACHED DOCUMENTATION.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. CME15037 SPECIFICATIONS, INCLUDING PRICING PAGES 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. VENDOR PREFERENCE CERTIFICATE 						
0001	1	EA	493-99	Thermo Scientific ISQ MASS SPECTROMETER EI LT LARGE TURBO INGRATED GAS CHROMATOGRAPH/MASS SELECTIVE DETECTOR SYSTEM, AGILENT TECHNOLOGIES 7890B/5977A GAS CHROMATOGRAP/MASS SELECTIVE DETECTOR SYSTEM OR EQUAL	\$92,314.63	\$92,314.63

07/23/14 09:12:17AM
 West Virginia Purchasing Division

SIGNATURE <i>Valerie Green</i>	TELEPHONE 800-532-4752	DATE 7/22/14
TITLE Order Entry Administrator	FEIN 43-1992201	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Department of Administration
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BOB KILPATRICK 304-558-0067

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VENDOR

Thermo Electron North America LLC
 1400 Northpoint Pkwy, Ste 10
 West Palm Beach, FL 33407

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HEALTH AND HUMAN RESOURCES
 BUREAU FOR PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
 619 VIRGINIA STREET, WEST
 CHARLESTON, WV
 25302 304-558-4865

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	1	YR		952-85	Included	Included
				TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:		
				YEAR 1		
0003	1	YR		952-85	\$5,062.50	\$5,062.50
				TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:		
				YEAR 2		
0004	1	YR		952-85	\$5,062.50	\$5,062.50
				TELEPHONE SUPPORT, ONSITE MAINTENANCE AND WARRANTY:		
				YEAR 3		
0005	1	EA		962-46	Included	Included
				INTEGRATED GAS CHROMATOGRAPH/MASS SELECTIVE DETECTOR		
				SYSTEM SET UP AND INSTALLATION AT 619 VIRGINIA STREET, WEST, CHARLESTON, WEST VIRGINIA.		

SIGNATURE <i>Valerie Jensen</i>	TELEPHONE 800-532-4752	DATE 7/22/14
TITLE Order Entry Administrator	FEIN 43-1992201	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BOB KILPATRICK
304-558-0067

VENDOR

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Thermo Electron North America LLC
 1400 Northpoint Pkwy, Ste 10
 West Palm Beach, FL 33407

SHIP TO

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 BUREAU FOR PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
 619 VIRGINIA STREET, WEST
 CHARLESTON, WV
 25302 304-558-4865

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BID OPENING DATE: 07/23/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	1	EA		493-99	\$2,200.00	\$2,200.00
TRANSFER OF CURRENT IN-HOUSE .L DATA BASE LAYOUT						
FROM AGILENT 5973 SYSTEM TO NEW INGRATED GAS CHROMATOGRAPHIC/MASS SELECTIVE DETECTOR SYSTEM.						
0007	1	EA		924-35	\$2,200.00	\$2,200.00
ONSITE, ONE DAY INTEGRATED GAS CHROMATOGRAPH/MASS						
SELECTIVE DETECTOR SYSTEM ACCESSORIES, SOFTWARE, AND LIBRARIES TRAINING AT 619 VIRGINIA STREET, WEST, CHARLESTON, WEST VIRGINIA. VENDOR WILL BE RESPONSIBLE FOR ALL COST INCURRED FOR ITS STAFF TO ATTEND THE TRAINING SESSION; INCLUDING TRAVEL EXPENSES, LODGING AND MEALS.						
***** THIS IS THE END OF RFQ CME15037 ***** TOTAL:						<u>\$106,839.63</u>

SIGNATURE <i>Alma Turner</i>	TELEPHONE 800-532-4752	DATE 7/22/14
TITLE Order Entry Administrator	FEIN 43-1992201	ADDRESS CHANGES TO BE NOTED ABOVE

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

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: Wednesday, July 9, 2014 by 5:00pm

Submit Questions to: Robert P Kilpatrick, Senior Buyer

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: robert.p.kilpatrick@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: Robert P Kilpatrick, File 22
 SOLICITATION NO.: CME15037
 BID OPENING DATE: 07/23/2014
 BID OPENING TIME: 1:30pm EST
 FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus NA convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: **Wednesday, July 23, 2014 at 1:30pm EST**

Bid Opening Location: **Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130**

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

1

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"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 **UPON AWARD**
and extends for a period of **ONE (1)** year(s).

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 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. 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 **36** months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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. **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.

7. **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.

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

BID BOND: All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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 issued and 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.

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.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
\$1,000,000.00 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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-
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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 above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

-
-
-
-

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
na for na
- 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.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **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.
17. **PAYMENT:** 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code § 5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.

34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
38. **[RESERVED]**
39. **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>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.
- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.

51. 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.

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

52. 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 heath, 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:

- a. 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
- b. 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.

53. 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.

REQUEST FOR QUOTATION
CME15037 – INTEGRATED GAS CHROMATOGRAPH/MASS SELECTIVE
DETECTOR SYSEM

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Chief Medical Examiner (Agency) to establish a contract for the one time purchase of an integrated Gas Chromatograph/Mass Selective Detector System, including accessories, software, and libraries; telephone support, onsite maintenance, and warranty; set up and installation; transfer of current in-house data base; and onsite training.
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 the Integrated Gas Chromatograph/Mass Selective Detector System; telephone support, onsite maintenance, and warranty; set up and installation; transfer of current in-house data base; and onsite training described in Sections 3.1 through 3.5 herein.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ and attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as CME15037.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Contract Item #1 – Quantity: 1 – Integrated Gas Chromatograph/Mass Selective Detector System, Agilent Technologies 7890B/5977A Gas Chromatograph/Mass Selective Detector System, or Equal.**
 - 3.1.1.1 Integrated Gas Chromatograph/Mass Selective Detector System must be an Agilent Technologies 7890B/5977A Gas Chromatograph/Mass Selective Detector System, or equal. If alternate integrated Gas Chromatograph/Mass Selective Detector:

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DETECTOR SYSTEM

- 3.1.1.2 Integrated Gas Chromatograph/Mass Selective Detector System must have a high performance turbo pump – 260 L/sec or greater.
- 3.1.1.3 Integrated Gas Chromatograph/Mass Selective Detector System must include an extractor EI (electron impact) source or equal.
- 3.1.1.4 Integrated Gas Chromatograph/Mass Selective Detector System must have a CI (chemical ionization source (both negative and positive)).
- 3.1.1.5 Integrated Gas Chromatograph/Mass Selective Detector System must have an ion gauge kit – to monitor vacuum and use in leak detection.
- 3.1.1.6 Integrated Gas Chromatograph/Mass Selective Detector System must have a mass spectrometer communication with Gas Chromatograph to stop carrier flow (helium or hydrogen) if mass spectrometer shuts down.
- 3.1.1.7 Integrated Gas Chromatograph/Mass Selective Detector System must have an ion source must be fully inert (not just coated) to reduce analyte degradation due to active sites.
- 3.1.1.8 Integrated Gas Chromatograph/Mass Selective Detector System must allow synchronous SIM/Scan at rates of at least 12,500 u/sec.
- 3.1.1.9 Integrated Gas Chromatograph/Mass Selective Detector System must have mass axis stability that is greater than 0.10 u over 48 hours.
- 3.1.1.10 Integrated Gas Chromatograph/Mass Selective Detector System must have signal to noise ratio of 1500:1 on a 1 ul manual injection of 1 pg/uL Octafluoronaphthalene (OFN) standard, scan from 50-300 amu measuring nominal m/z 272 ion, helium carrier gas.
- 3.1.1.11 Integrated Gas Chromatograph/Mass Selective Detector System must have 10 fg or less detected in SIM mode, helium carrier gas, monitoring ion 272 u, using auto injector.
- 3.1.1.12 Integrated Gas Chromatograph/Mass Selective Detector System must have a mass range 1.6 – 1050 u or greater.
- 3.1.1.13 Due to limited bench space, Gas Chromatograph/Mass Selective (instrument only) shall not exceed 36 inches in width.

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DETECTOR SYSTEM

- 3.1.1.14** Integrated Gas Chromatograph/Mass Selective Detector System must have a mass spec shall run on standard 120VAC, 50/60 Hz power (no 220V power available) and be compatible with hydrogen carrier gas.
- 3.1.1.15** Integrated Gas Chromatograph/Mass Selective Detector System must have sleep/wake mode or equal to conserve power and carrier gas.
- 3.1.1.16** Integrated Gas Chromatograph/Mass Selective Detector System must have a source that will allow heating to at least 300°C to help reduce maintenance and cleaning frequency.
- 3.1.1.17** Integrated Gas Chromatograph/Mass Selective Detector System Quadrupole must allow heating to at least 200°C to help reduce maintenance and cleaning.
- 3.1.1.18** Integrated Gas Chromatograph/Mass Selective Detector System must have 100 psi split/splitless capillary injector.
- 3.1.1.19** Integrated Gas Chromatograph/Mass Selective Detector System must have back flush capabilities (vent large endogenous compounds to waste) or equal to reduce run time and detector contamination.
- 3.1.1.20** Integrated Gas Chromatograph/Mass Selective Detector System must have the ability to adjust carrier flow to make compound retention times reproducible from column to column (retention time locking or equal; based on user specified compound).
- 3.1.1.21** Integrated Gas Chromatograph/Mass Selective Detector System must have auto injector and tray. Tray must hold a minimum of 150 samples. Injector must be capable of preloading next sample before previous run is completed.
- 3.1.1.22** Gas Chromatograph must be compatible with helium or hydrogen as carrier gas and incorporate safety shut down protocols if leaks are detected.
- 3.1.1.23** Gas Chromatograph must have a column identical to column used in producing toxicology library specified below (software section) installed at check out.

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DETECTOR SYSTEM

- 3.1.1.24** Integrated Gas Chromatograph/Mass Selective Detector System must have an oven temperature range – ambient +5°C to 350°C.
- 3.1.1.25** Integrated Gas Chromatograph/Mass Selective Detector System must have 20 oven ramps with minimum of 21 plateaus.
- 3.1.1.26** Integrated Gas Chromatograph/Mass Selective Detector System must have an oven that shall run on standard 120VAC, 50/60 Hz power (no 220V power available at installation site).
- 3.1.1.27** Chromatography software – integrated data acquisition and analysis. Must have complete control of both Gas Chromatograph and mass spec from computer using bi-directional LAN communications.
- 3.1.1.28** Integrated Gas Chromatograph/Mass Selective Detector System must include Wiley 10th edition/NIST 2011 MS libraries (combined) plus NIST search and AMDIS applications or equal.
- 3.1.1.29** Integrated Gas Chromatograph/Mass Selective Detector System must include a forensic toxicology drug/metabolite library containing at least 725 entries with retention time. Toxicology library must allow the easy addition of new drugs.
- 3.1.1.30** Integrated Gas Chromatograph/Mass Selective Detector System must have a program/method which searches mass spectral data which have been deconvoluted using AMDIS/NIST algorithms against the toxicology library plus uses retention time data to give presumptive matches. This program/method must be supplied on CD ROM with demo data files and report formats and be overlaid/incorporated within the data analysis software.
- 3.1.2 Contract Item #2 – Quantity 3 Years (initial year plus two renewal years) – Telephone Support, Onsite Maintenance, and Warranty.**
- 3.1.2.1** Vendor shall provide telephone support during Vendor's normal business hours; onsite maintenance; and hardware and software warranty for three years from date of installation for entire Gas Chromatograph/Mass Selective Detector System including all accessories, software, and libraries described in Section 3.1.1.

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CME15037 – INTEGRATED GAS CHROMATOGRAPH/MASS SELECTIVE
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3.1.3 Contract Item #3 – Quantity: 1 Lump Sum – Integrated Gas Chromatograph/Mass Selective Detector System Set Up and Installation.

3.1.3.1 Vendor shall set up and install Integrated Gas Chromatograph/Mass Selective Detector System, including all accessories, software, and libraries described in Section 3.1.1 at Agency location at 619 Virginia Street, West, Charleston, West Virginia.

3.1.4 Contract Item #4 – Quantity: 1 Lump Sum – Transfer of Current In-House .L Data Base Layout from Agilent 5973 System to New Integrated Gas Chromatograph/Mass Selective Detector System.

3.1.4.1 Vendor shall transfer Agency's "in house mass spectral library" (.L format) from the Agilent 5973 Gas Chromatograph/Mass Selective Detector system currently being used to the new integrated chromatograph/mass selective detector system.

3.1.5 Contract Item #5 – Quantity: 1 Lump Sum – System, Accessories, Software, and Libraries Training.

3.1.5.1 Vendor shall provide Agency one, 1-day onsite training on usage of Integrated Gas Chromatograph/Mass Selective Detector System, accessories, software, and libraries described in Section 3.1.1. Training will take place at 619 Virginia Street, West, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff to attend the training session; including travel expenses, lodging, and meals.

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.

Initial contract award will be only for the equipment described under Contract item 3.1.1; setup and installation described under contract item 3.1.3; transfer of current in-house .L data base layout described under contract item 3.1.4; and training described under contract item 3.1.5; and

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ONLY Year 1 of the telephone support, onsite maintenance, and warranty described under contract item 3.1.2. Year 2 telephone support, onsite maintenance, and warranty will be added to the purchase order upon a mutually agreed upon renewal change order for the first renewal year and Year 3 added upon a mutually agreed upon renewal change order for the second renewal year.

4.2 Pricing Page: Vendor should complete the Pricing Page completing the Unit Price, Extended Price, and Grand Total fields. The Extended Price should be calculated by multiplying the Quantity by the Unit Price. The Grand Total should be calculated by adding the Extended Price Column. 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.

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. . Payment to Vendor will be made in arrears after delivery; setup and installation; and training are complete and 100% acceptance of Contract by Agency.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship equipment as described under Contract Item 3.1.1; provide setup and installation as described under Contract Item 3.1.3; provide transfer of current in-house .L data base layout services as described under Contract Item 3.1.4; provide training as described under Contract Item 3.1.5; and provide the initial Year 1 telephone support, onsite maintenance, and warranty as described under Contract Item 3.1.2 immediately after being awarded this Contract and receiving a purchase order, and by **NO LATER THAN AUGUST 31, 2014**. Year 2 telephone support, onsite maintenance, and warranty will be added to the purchase order upon a mutually agreed upon renewal change order for the first renewal year and Year 3 added upon a mutually agreed upon renewal change order for the second renewal year.

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

7.3.4 Failure to remedy deficient performance upon request.

7.4 The following remedies shall be available to Agency upon default.

7.4.1 Immediate cancellation of the Contract.

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

7.4.3 Any other remedies available in law or equity.

**EXHIBIT A
CME15037 - PRICING PAGE**

CONTRACT ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
3.1.1	Integrated Gas Chromatograph/Mass Selective Detector System, Agilent Technologies 7890B/5977A Gas Chromatograph/Mass Selective Detector System, or Equal.	1 Each	\$92,314.63	\$92,314.63
3.1.2	Telephone Support, Onsite Maintenance, and Warranty:			
	Year 1	1 Each	Included	Included
	Year 2	1 Each	\$5,062.50	\$5,062.50
	Year 3	1 Each	\$5,062.50	\$5,062.50
3.1.3	Integrated Gas Chromatograph/Mass Selective Detector System Set Up and Installation at 619 Virginia Street, West, Charleston, West Virginia.	1 Each	Included	Included
3.1.4	Transfer of Current In-House .L Data Base Layout from Agilent 5973 System to new Integrated Gas Chromatograph/Mass Selective Detector System	1 Each	\$2,200.00	\$2,200.00
3.1.5	Onsite, one-day Integrated Gas Chromatograph/Mass Selective Detector System, Accessories, Software, and Libraries Training at 619 Virginia Street, West, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff to attend the training session; including travel expenses, lodging, and meals.	One, 1-day Session	\$2,200.00	\$2,200.00
GRAND TOTAL:	Thermo Scientific ISQ Mass Spectrometer EI LT Large Turbo See attached Quotation No 20482515			\$106,839.63

Contract shall be awarded to the Vendor that provides the Contract Item meeting the required specifications for the lowest overall total cost.

Vendor shall ship equipment as described under Contract Item 3.1.1; provide setup and installation as described under Contract Item 3.1.3; provide transfer of current in-house .L data base layout services as described under Contract Item 3.1.4; provide training as

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Thermo Electron North America LLC

(Company)

Vilma Fermin

(Authorized Signature)

Vilma Fermin/Order Entry Administrator

(Representative Name, Title)

800-532-4752 412-200-6542

(Phone Number) (Fax Number)

7/10/14

(Date)

RFQ No. CME15037

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Thermo Electron North America LLC

Authorized Signature: *Valme Ferris* Date: 7/22/14

State of Florida

County of Palm Beach, to-wit:

Taken, subscribed, and sworn to before me this 10th day of July, 2014.

My Commission expires 8/24/2015, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

[Handwritten Signature]
[Handwritten Signature]

Purchasing Affidavit (Revised 07/01/2012)

DESIREE Y. FOOTMAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE124763
Expires 8/24/2015



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% vendor preference for the reason checked:

n/a Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

n/a Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

n/a Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

n/a Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

n/a Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

n/a Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

n/a Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

n/a Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

n/a Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Thermo Electron North America LLC

Signed: Virginia Hansen

Date: 7/10/14

Title: Order Entry Administrator

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20482515	07/10/2014	30-45 Days ARO	1 / 6
Contact Info		Phone No.	Payment Terms
BRIAN THOMPSON			NET 30 DAYS UPON INVOICE DATE
Inco 1	Inco 2	Shipping Method	
DEST. PREPAY & ADD	PREPAY AND ADD	Exped Def 5 Day	

Submitted To: 1041939

BOB KILPATRICK
STATE OF WEST VIRGINIA
DEPT OF ADMIN, PURCHASING DIV
REF: SOL No CME15037
DUE DATE & TIME: 7/23/14 @ 1:30 PM
2019 WASHINGTON STREET, EAST
CHARLESTON WV 25305

REF: SOL NO CME15037
DUE DATE & TIME: 7/23/14 @ 1:30PM

NOTE: The intended application for this system is forensic analysis This quote is for a bid for the State of West Virginia. The specs are based on an Agilent GC/MS system.

To place an order

Contact Info: Vilma Fermin
Call: 561-688-8721
Fax: 412-200-6542
eMail: vilma.fermin@thermofisher.com

This order is subject to instructions and Thermo Fisher's terms & conditions on the last page

Item	Material No.	Description	Qty	Unit Price	Total Price
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10	ISQELTL	ISQ MASS SPECTROMETER EI LT LARGE TUR ISQ LT Single Quadrupole GC-MS Sales Text	1 EA		
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ISQ LT single quadrupole GC-MS is for high-throughput, analytically-demanding laboratories, requiring utmost sensitivity and unstoppable productivity, the ISQ LT from Thermo Scientific offers the future-proof investment into the Leading Technology, Simply Intelligent GC-MS platform. Unlike other systems, the ISQ LT does not need to be vented to exchange the source, while enjoying industry-best sensitivity, lowest detection limits, and unlimited flexibility.

Electron Impact Ionization (EI), with Full Scan (FS), SIM, and FS/SIM simultaneous within sample injection. Timed acquisition (t-SIM) mode and AutoSIM are included as standard. Optional (not included as standard) chemical ionization, including PCI, NCI, Thermo Scientific PPINICI, and EI/PCI/NCI Combination (requires extended capacity turbomolecular pump). Thermo Scientific ExtractaBrite EI source, with repeller, source lenses, RF lens and dual filaments in all ionization modes, programmable to 350 °C and removable without breaking the vacuum via vacuum interlock (included as standard). Dual-stage mass filter with off-axis S-shaped ion guide for noise reduction and solid, homogeneous, non-coated quadrupole rods. DynaMax XR detection system, with off-axis dynode, discrete dynode electron multiplier and electrometer, linear from 0 to 68 µA. Mass Range 1.2 – 1100.0 u. Ability to acquire more than 240 scans/s in SIM. Ability to acquire more than 97 scans/s in full scan when scanning over a range of 125 u. Extended capacity (300 L/s) turbomolecular pump. Mechanical rotary vane oil pump. Optional (not included as standard) oil-free scroll pump. Electron energy adjustable from 0 eV to 150 eV. Emission current up to 350 µA. Transfer line temperature up to 400 °C. Choice of gas chromatographs to match GC performance to the analytical needs of your lab. Compatible with additional sample introduction techniques, such as thermal desorption, purge and trap, canisters, gas sampling valves, and solid phase microextraction (SPME) as well as with FT-IR, direct sample probes (DEP, DIP), and hydrogen carrier gas.

ISQ MASS SPECTROMETER EI LT LARGE TURBO Sub-Total 77,000.00 USD
Promotion %: 29,260.00 - USD
ISQ MASS SPECTROMETER EI LT LARGE TURBO Total: 47,740.00 USD

20	OPTON-30223	SW, TRACEFINDER 3.2 FOR FORENSIC TOX D	1 EA		
SW, TRACEFINDER 3.2 FOR FORENSIC TOX DEM Total:					20.00 USD

30	76715-0026	MS LIB DRUGS/POI/POL/MET (MPW) -2011 Mass Spectral Library of Drugs, Poisons, Pesticides, Pollutants and Their Metabolites	1 EA		
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Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20482515	07/10/2014	30-45 Days ARO	2 / 6
Contact Info	Phone No.	Payment Terms	Valid To
BRIAN THOMPSON		NET 30 DAYS UPON INVOICE DATE	08/29/2014
Inco 1	Inco 2	Shipping Method	
DEST. PREPAY & ADD	PREPAY AND ADD	Exped Def 5 Day	

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order
 Contact Info: Vilma Fermin
 Call: 561-688-8721
 Fax: 412-200-6542
 eMail: vilma.fermin@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
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2011. By Maurer, Pflieger and Weber. Includes both CDROM and print versions of the library.

MS LIB DRUGS/POI/POL/MET (MPW) -2011 Sub-Total: 8,690.00 USD
SalesMgr Discount%: 869.00 - USD
MS LIB DRUGS/POI/POL/MET (MPW) -2011 Total: 7,821.00 USD

40 120383-0001 NIST 11 MS Library with MSMS 2012 Update 1 EA
 NIST 11 MS Library is NIST/EPA/NIH Mass Spectral Library with Search Program, integrated AMDIS GC-MS deconvolution program v. 2.70 and MS Interpreter v. 2.0. Consists of the Main EI MS library (212,961 spectra), Replicate EI MS library (30,932 spectra), MS/MS Library with 2012 update (121,586 spectra of 15,180 ions), and Retention Index Library (346,757 Kovats RI values for 70,835 compounds). Each spectrum has been critically examined by experienced mass spectrometrists and each chemical structure examined for correctness and consistency, using both human and computer methods. The mass spectra of all stereoisomers were intercompared, and the chemical names examined by experts and IUPAC names provided. NIST 11 has been updated with thousands of replacements mass spectra with higher quality. The CAS registry numbers were verified.

50 76715-0002 Wiley Registry of Mass Spectra 10th Ed. 1 EA
 Wiley Registry of MS Data, 10th Edition. Full new installation. Contains over 719,000 spectra, over 684,000 searchable chemical structures of 638,000 compounds.

Wiley Registry of Mass Spectra 10th Ed. Sub-Total: 8,910.00 USD
SalesMgr Discount%: 891.00 - USD
Wiley Registry of Mass Spectra 10th Ed. Total: 8,019.00 USD

60 76715-0021 VX CAPTURE FILE CONVERSION SW, FULL 1 EA

VX CAPTURE FILE CONVERSION SW, FULL Total: 1,640.00 USD

70 1R120560-0020 OPTION ION GAUGE ISQ/TSQ8000 1 EA
 Ion Gauge Option for TSQ 8000

OPTION ION GAUGE ISQ/TSQ8000 Sub-Total: 1,680.00 USD
SalesMgr Discount%: 420.00 - USD
OPTION ION GAUGE ISQ/TSQ8000 Total: 1,260.00 USD

80 A0012-51080 HP LASERJET ENT 600 M601N 1 EA
 PRTR HP LASERJET 6MP 600DPI MODEL 4250

HP LASERJET ENT 600 M601N Total: 1,093.00 USD

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20482515	07/10/2014	30-45 Days ARO	3 / 6
Contact Info	Phone No.	Payment Terms	Valid To
BRIAN THOMPSON		NET 30 DAYS UPON INVOICE DATE	08/29/2014
Inco 1	Inco 2	Shipping Method	
DEST. PREPAY & ADD	PREPAY AND ADD	Exped Def 5 Day	

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order

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Call: 561-688-8721
Fax: 412-200-6542
eMail: vilma.fermin@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
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90	25117590	AS1310 155 FOR TRC1300 S AS 1310 with 155 sample tray for TRACE 1300 Series GC (for stand alone; ISQ, TSQ8000 and ITQ configurations)	1 EA		
				AS1310 155 FOR TRC1300 S Sub-Total:	8,810.00 USD
				SalesMgr Discount%:	2,202.50 - USD
				AS1310 155 FOR TRC1300 S Total:	6,607.50 USD
100	1R120439-0040	OPTION CI ISQ-PROMO Option CI ISQ	1 EA		
				OPTION CI ISQ-PROMO Sub-Total:	9,700.00 USD
				Promotion ABS:	5,200.00 - USD
				OPTION CI ISQ-PROMO Total:	4,500.00 USD
110	19070011	TRACE 1300 SSL W/BKF INJECTOR MODULE Instantaneously Connected-Split/Splitless with backflush Injector module, includes: complete injector with integrated electronic gas control (IEC) featuring constant Flow and Pressure modes, programmable Flow and Pressure modes, Leak check and Column Evaluation; Injector can operate as standard Split/splitless or reversing carrier gas flow direction in the inlet, venting from the split line possible "undesired" analytes; Max T = 400° C; split ratio up to 12500:1; Control of split flow in 1mL/min from 0 to 1250 mL/min; Purge flow from 0 to 50 ml/min (electronic control); Suitable for all capillary columns (50 µm to 530 µm id); Large Volume splitless injection up to 50 uL using specific liners and pre-column; Compatible with 1/8" and 1/16" packed column (using adapters); Supports P&T/ TD/. by special adapter; Compatible with Merlin Microseal® septum	1 EA		
				TRACE 1300 SSL W/BKF INJECTOR MODULE Sub-Total:	3,780.00 USD
				SalesMgr Discount%:	945.00 - USD
				TRACE 1300 SSL W/BKF INJECTOR MODULE Total:	2,835.00 USD
120	26098-1420	TG-5MS GC COL 30mx.25mm TG-5MS GC Column 30m x 0.25mm x 0.25µm	1 EA		
				TG-5MS GC COL 30mx.25mm Sub-Total:	587.18 USD
				SalesMgr Discount%:	146.80 - USD
				TG-5MS GC COL 30mx.25mm Total:	440.38 USD
130	19050760	KIT GC EXHAUST AIR DUCT Exhaust air duct for TRACE 1300/1310	1 EA		
				KIT GC EXHAUST AIR DUCT Sub-Total:	378.00 USD
				SalesMgr Discount%:	94.50 - USD
				KIT GC EXHAUST AIR DUCT Total:	283.50 USD

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20482515	07/10/2014	30-45 Days ARO	4 / 6
Contact Info	Phone No.	Payment Terms	Valid To
BRIAN THOMPSON		NET 30 DAYS UPON INVOICE DATE	08/29/2014
Inco 1	Inco 2	Shipping Method	
DEST. PREPAY & ADD	PREPAY AND ADD	Exped Def 5 Day	

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 Call: 561-688-8721
 Fax: 412-200-6542
 eMail: vilma.fermin@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
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140 701-628000 ONSITE GC/MS APPLICATIONS SUPPORT 1 EA
 Onsite GC/MS Applications Support

~ This service will provide the customer with onsite applications support and assist with transferring analytical methods from their existing instrumentation to a TFS GC/MS (Single Quad or Ion Trap) product.
 ~ The number of days of support will be predetermined prior to quoting and requires pre-approval of a Regional Sales Manager and Applications Support Manager.

Important note:
 ~ This is not a formal training course and should not be substituted for any training course currently offered by TFS.
 ~ A prerequisite will be that the customer has prior GC/MS experience and/or has experience with the TFS GC/MS product.
 ~ It is also strongly recommended that the customer has completed one of the formal GC/MS training programs offered by TFS.

ONSITE GC/MS APPLICATIONS SUPPORT Total: 2,200.00 USD

150 701-628000 ONSITE GC/MS APPLICATIONS SUPPORT 1 EA
 Onsite GC/MS Applications Support

~ This service will provide the customer with onsite applications support and assist with transferring analytical methods from their existing instrumentation to a TFS GC/MS (Single Quad or Ion Trap) product.
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 ~ A prerequisite will be that the customer has prior GC/MS experience and/or has experience with the TFS GC/MS product.
 ~ It is also strongly recommended that the customer has completed one of the formal GC/MS training programs offered by TFS.

ONSITE GC/MS APPLICATIONS SUPPORT Total: 2,200.00 USD

160 14800401 TRACE 1300 MAINFRAME MS 110V 1 EA
 Trace 1300 Mainframe 110V dedicated for MS, includes: "1000-holes" fast GC oven with operating T range ambient +3 to 450°C; optional cooling to -100°C with LN2 or -50°C with CO2; Multiple-level temperature program with 32-ramp/33-plateaux with maximum heating rate of 125°C/min; Cooling down from 450°C to 50°C in less than 4 minutes; Six independent heated zones for individual control of injectors and detectors plus auxiliary zone; LAN interface; Simple start and stop buttons interface with status LED indicators

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20482515	07/10/2014	30-45 Days ARO	5 / 6
Contact Info		Phone No.	Payment Terms
BRIAN THOMPSON			NET 30 DAYS UPON INVOICE DATE
Inco 1		Inco 2	Shipping Method
DEST. PREPAY & ADD		PREPAY AND ADD	Exped Def 5 Day

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order
 Contact Info: Vilma Fermin
 Call: 561-688-8721
 Fax: 412-200-6542
 eMail: vilma.fermin@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
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TRACE 1300 MAINFRAME MS 110V Sub-Total: 8,007.00 USD
SalesMgr Discount%: 2,001.75 - USD
TRACE 1300 MAINFRAME MS 110V Total: 6,005.25 USD

170 27605006-KIT Kit H2 Carrier TRACE 1300 ISQ, TSQ 1 EA
 Kit to use Hydrogen gas as carrier on TRACE 1300/1310 and ISQ/ITQ/TSQ. Includes Hydrogen Sensor p/n 27605006 and Standard Qualification Column TG-SQC L 30 m x ID 0.25 mm x film 0.25 um.

Kit H2 Carrier TRACE 1300 ISQ, TSQ Sub-Total: 5,400.00 USD
SalesMgr Discount%: 1,350.00 - USD
Kit H2 Carrier TRACE 1300 ISQ, TSQ Total: 4,050.00 USD

180 701-085301 BASIC EXTENDED WARRANTY ISQELTL W/GC 2 EA
 Promotional Extended Warranty for ISQ
 ~ Unlimited number of demand on-site service visits with a maximum 72-hour response
 ~ Engineer labor and travel is included
 ~ Priority status for technical support inquiries
 ~ One (1) Scheduled Preventative Maintenance visit
 ~ Kit of basic consumables required for routine Preventive Maintenance
 ~ Thermo Scientific supplied personal computers are covered
 ~ Factory-certified replacement parts included
 ~ Software updates and notifications
 ~ 10% discount on Institute based or on-site Trainings purchased during the contract validity period. Application or method development courses are excluded.

BASIC EXTENDED WARRANTY ISQELTL W/GC Sub-Total: 11,250.00 USD
Service contract %: 1,125.00 - USD
BASIC EXTENDED WARRANTY ISQELTL W/GC Total: 10,125.00 USD

Quotation Sub-total: 151,345.18 USD
Promotion %: 29,260.00 - USD
Promotion ABS: 5,200.00 - USD
SalesMgr Discount%: 8,920.55 - USD
Service contract %: 1,125.00 - USD
Quotation Total: 106,839.63 USD

Quote No. 20482515

Page 6 / 6

To place your order and expedite shipment, please 1) sign and date this quotation below; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.

Please note-all Purchase Orders must show the vendor name of Thermo Electron North America LLC:

Thermo Electron North America LLC
5225 Verona Road
Madison, WI 53711

Thermo Electron North America LLC
1400 Northpoint Parkway, Ste 10
West Palm Beach, FL 33407

Complete System Orders:

Fax: 412-200-6542

e-mail: usmadorderprocessing@thermofisher.com or
uspal.orderprocessing@thermofisher.com

Parts or Service Orders:

Fax: 877-680-2565

e-mail: USMAD.ServiceOE.PO@thermofisher.com

Notes:

- A.) Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products.
- B.) Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- C.) Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state & local taxes in addition to the price stated on this quotation.
- D.) Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports from the U.S. products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.

As an authorized representative of the Buyer, your signature below creates an agreement to buy the products and services listed herein.

Buyer Signature

Date

Thermo Scientific ISQ Series Single Quadrupole GC-MS

Advanced GC-MS systems designed for continuous high-throughput operation

With 50 years of GC-MS innovation, the Thermo Scientific™ ISQ™ Series continues to deliver quality design and leading technology in single quadrupole mass spectrometry. The series consists of the ISQ QD GC-MS and ISQ LT GC-MS models.

For budget-minded lab owners seeking a reliable replacement for older GC-MS or stand-alone GCs, the ISQ QD GC-MS models represent robust solutions with quality design, MS operational simplicity, and proven dependability.

For high-throughput, analytically demanding laboratories, requiring the utmost sensitivity and unstoppable productivity, the ISQ LT GC-MS offers future-proof investment into the leading technology, simply intelligent GC-MS platform. Unlike other systems, the ISQ LT GC-MS does not need to be vented to exchange the ion source and provides utmost sensitivity, low detection limits and unparalleled flexibility.



Thermo
SCIENTIFIC

ISQ Series GC-MS Specifications

Mode (Standard)

- Electron Impact Ionization (EI), with full scan (FS), SIM, and FS/SIM simultaneous within sample injection

Modes (Optional)

- AutoSIM and timed acquisition (t-SIM) mode (standard on ISQ LT and ISQ QD 300, optional on ISQ QD)
- Chemical ionization, including PCI, NCI, Thermo Scientific PPINICI and EI/PCI/NCI combination (ISQ LT only)

Ion Source Type

- Thermo Scientific™ ExtractaBrite™ off-axis ion source, with repeller, source lenses, RF lens and dual filaments in all ionization modes
- Programmable to 350 °C

Source Access

- Vacuum probe interlock to remove entire source or change ionization modes without venting (standard and available on ISQ LT model only)
- Combination EI/PCI/NCI source used without interchange

Mass Filter

- Dual-stage mass filter with off-axis ion guide pre-filter for noise reduction and solid, homogeneous non-coated, maintenance-free quadrupole rods
- Independently heated zones for: transfer line, ion source, and ion optics/mass analyzer
- Fast quadrupole scanning, up to 20,000 u/s

Mass Stability

- Better than 0.1 u/48 hours/ $\Delta T \leq 2$ K

Detector

- Triple off-axis DynaMax XR detection system, with off-axis 10 kV dynode, discrete dynode electron multiplier and electrometer, linear from 0 to 68 μ A
- Electrical dynamic range > 10⁹

Mass Range

- 1.2–1100 u with unit mass resolution

Acquisition Rate

- Ability to acquire more than 240 scans/s in SIM
- Ability to acquire more than 97 scans/s in FS when scanning over a range of 125 u

Pumping Systems

- Standard capacity (66 L/s) turbomolecular pump (ISQ QD GC-MS)
- Extended capacity (300 L/s) turbomolecular pump (ISQ LT GC-MS and ISQ QD 300 GC-MS)
- Mechanical rotary vane 3.3 m³/h oil pump
- Optional oil-free scroll pump

CI Reagent Gas Capabilities

- Software-switchable dual reagent gas with digital flow control
- Ammonia, methane, isobutane and CO₂ presets

Electron Energy

- Adjustable from 0 eV to 150 eV

Emission Current

- Up to 350 μ A

Transfer Line Temperature

- Up to 400 °C

Gas Chromatograph (Thermo Scientific™ TRACE™ 1300 Series GC)

Please refer to GC and autosampler specification sheets for additional and up-to-date details

- TRACE 1300 GC: Intuitive, single-button start/stop for ease of use with minimal local instrument interaction
- TRACE 1310 GC: Complete icon-driven touch screen user interface for direct local instrument control

Autosamplers

- AI/AS 1310, TriPlus RSH, TriPlus 100 LS, TriPlus 300 HS, and more

Instant Connect Modules

- User-installable injector or detector assembly can be installed in less than 2 minutes
- 0.001–1000 kPa digitally controlled carrier gas with gas saver and septum purge
- Detector Fast Data Acquisition Rate: up to 300 Hz

Oven Performance

- Operating range: Ambient +3 °C to 450 °C
- Cryogenic Option Minimum Temperature: -100 °C with LN₂; -50 °C with liquid CO₂
- Maximum heating rate: 125 °C/min
- Oven cool-down (22 °C ambient): 450 °C to 50 °C in <4 min

GC Analytical Performance

- Retention Time Repeatability: <0.0008 min
- Peak Area Repeatability: <0.5 % RSD

Hydrogen Kit Option

- Optional Hydrogen Kit (includes hydrogen sensor and ion volume) and extended capacity turbomolecular pump required for use with and standard installation specifications performed with hydrogen carrier gas on the TRACE 1300/1310 GC with the ISQ Series MS

Instant Connect Helium Saver Module

- Compatible with any ISQ Series MS model connected to a TRACE 1300 Series GC
- Save helium during the analytical run, and when instrument is idle
- Analytical conditions remain the same; methods remain intact
- Realize significant savings in helium supply throughout the lifetime of your GC or GC-MS instrument

Direct Sample Probe System Option (ISQ LT Only)

- Switch to probe in <3 min with GC undisturbed
- Available in two styles: rapid heating filament Direct-Exposure Probe (DEP, capable of flash vaporization or pyrolysis at up to 1600 °C) or slower volatilization Direct-Insertion Probe (DIP, capable of accommodating powders and solid samples in a quartz or aluminum crucible) up to 450 °C

Microfluidics Options for TRACE 1300/1310 GC

- NoVent for easier column replacement without venting the system
- Dual Detector kit for splitting column effluent to two detectors (including MS)
- Consists of low-volume, highly inert SiFlow™ technology with finger-tight connectors

Data System Software and Options

- Thermo Scientific™ TraceFinder™ Software for routine GC-MS quantitation
- Thermo Scientific™ Xcalibur™ Data system
- Thermo Scientific™ Dionex™ Chromeleon™ 7.2 CDS for chromatographers using MS
- TraceFinder Software for Environmental and Food Safety
- TraceFinder Software for Clinical Research
- TraceFinder Software for Forensic Toxicology
- Instrument control and data connection via Ethernet
- Computer supplied with instrument equipped with three Ethernet (8P8C RJ-45) ports
- Commercial mass spectral library options, including
 - NIST and Wiley libraries
 - Mass Spectral and GC Data of Drugs, Poisons, Pesticides, Pollutants and their Metabolites (Maurer-Pfleger-Weber library)

Standard Installation Specifications* ISQ LT and ISQ QD 300 (ISQ QD)

Mode/Concentration	He	H ₂
In EI mode, 1 μ L of 1 pg/ μ L octafluoronaphthalene (OFN) will produce the following minimum signal-to-noise for <i>m/z</i> 272 when scanning 50–300 u	1,500:1 (600:1)	100:1
In PCI mode, 1 μ L of 100 pg/ μ L benzophenone will produce the following minimum signal-to-noise for <i>m/z</i> 183 when scanning 80–230 u using methane reagent gas	300:1	300:1
In NCI mode, 2 μ L of 100 fg/ μ L of OFN will produce the following minimum signal-to-noise for <i>m/z</i> 272 when scanning 50–300 u using methane reagent gas	600:1	600:1

Typical Specifications

In EI SIM mode, with helium carrier gas and the AI/AS 1310, TriPlus 100 LS, or TriPlus RSH autosampler (required and configured for liquid injections), eight sequential 100 fg OFN splitless injections monitored for *m/z* 272 produce the following instrument detection limit (IDL), calculated from the chromatographic peak area with 99% confidence interval: **IDL \leq 10 fg (ISQ LT GC-MS and ISQ QD 300 GC-MS); IDL \leq 24 fg (ISQ QD GC-MS)**

System Dimensions/Weights

Total width of the connected GC/MS system is 80 cm (31 in). Allow 16 cm (6 in) of clearance behind the instrument (32 cm if using autosampler). Additional space should be allotted for data system and printer.

Mass Spectrometer

(height \times width \times depth)
44 \times 33 \times 63 cm (17.5 \times 13 \times 24.5 in)
Weight: 43 kg (94 lbs)

TRACE 1300/1310 GC

45 \times 44 \times 60/67 cm (18 \times 17 \times 24/26 in)
Weight: 35 kg (77 lbs)

* He (H₂) standard specifications are performed using a 15 (30) m \times 0.25 mm ID \times 0.25 μ m System Qualification Column (SQC). The installation specifications are performed with either He or H₂, but not both.

www.thermoscientific.com

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Thermo Fisher Scientific
Austin, TX USA is
ISO 9001:2008 Certified.

Africa-Other +27 11 570 1840
Australia +61 3 9757 4300
Austria +43 1 333 50 34 0
Belgium +32 53 73 42 41
Canada +1 800 530 8447
China +86 10 8419 3588
Denmark +45 70 23 62 60

Europe-Other +43 1 333 50 34 0
Finland/Norway/Sweden +46 8 556 468 00
France +33 1 60 92 48 00
Germany +49 6103 408 1014
India +91 22 6742 9434
Italy +39 02 950 591

Japan +81 45 453 9100
Latin America +1 561 688 8700
Middle East +43 1 333 50 34 0
Netherlands +31 76 579 55 55
New Zealand +64 9 980 6700
Russia/CIS +43 1 333 50 34 0
South Africa +27 11 570 1840

Spain +34 914 845 965
Switzerland +41 61 716 77 00
UK +44 1442 233555
USA +1 800 532 4752

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