



# West Virginia Purchasing Division

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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

List View

General Information

Procurement Folder: 265333

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 1400

Vendor ID: 000000187072

SO Doc ID: AGR1700000005

Legal Name: PERKINELMER HEALTH SCIENCES IN

Published Date: 11/9/16

Alias/DBA:

Close Date: 11/17/16

Total Bid: \$298,295.71

Close Time: 13:30

Response Date: 11/15/2016

Status: Closed

Response Time: 12:59

Solicitation Description: Addendum # 1 - Triple Quad LC/MS/MS

Total of Header Attachments: 5

Total of All Attachments: 5



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 265333  
**Solicitation Description :** Addendum # 1 - Triple Quad LC/MS/MS  
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Date issued	Solicitation Closes	Solicitation Response	Version
	2016-11-17 13:30:00	SR 1400 ESR11151600000002187	1

<b>VENDOR</b>
000000187072 PERKINELMER HEALTH SCIENCES IN

**Solicitation Number:** CRFQ 1400 AGR1700000005

**Total Bid :** \$298,295.71      **Response Date:** 2016-11-15      **Response Time:** 12:59:19

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Linda Harper  
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<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	LCMSMS, Workstation, software, printer	1.00000	EA	\$293,238.110000	\$293,238.11

Comm Code	Manufacturer	Specification	Model #
41100000			

<b>Extended Description :</b>	LCMSMS, Workstation, software, printer per specification 3.1.1 & 3.1.2
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**Comments:** Total amount of the quote including freight and discounts: \$298,295.71

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Shipping Charges and inside delivery	1.00000	EA	\$1,057.600000	\$1,057.60

Comm Code	Manufacturer	Specification	Model #
78121603			

<b>Extended Description :</b>	Shipping Charges and inside deliver per section 3.1.3
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Installation/validation	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
73171605			

<b>Extended Description :</b>	Installation/validation per section 3.1.3
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**Comments:** Included

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Training/Warranty	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
73171605			

<b>Extended Description :</b>	Training/Warranty per section 3.1.3
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Service	1.00000	EA	\$4,000.000000	\$4,000.00

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description : Service per section 3.1.3

# Preparing your Lab for the PerkinElmer QSight Series LC/MS/MS

## Introduction

Congratulations on the purchase of your new QSight Mass Spectrometer. This high performance MS should provide you with many years of use if you prepare your laboratory appropriately and ensure proper maintenance. This document will provide you with the information you will need to prepare your laboratory for the installation of the QSight Mass Spectrometer.

This document is used to verify that the installation site is properly configured for the PerkinElmer QSight Mass Spectrometer system. The site conditions must meet the minimum specifications before the PerkinElmer Service Engineer can proceed with the QSight Mass Spectrometer installation.

## Storage Conditions

It is the Customer's responsibility to store the containers until installation. The environment in the storage area should be between 5 °C and 50 °C (41 °F and 122 °F), 20% to 80% relative humidity, non-condensing and non-corrosive.

## Instrument Identification

Each PerkinElmer QSight MS Instrument is identified by a unique serial number. This serial number is located on a label on the rear panel lower left hand side of the instrument looking from the rear. When corresponding with PerkinElmer about this instrument, you must include the model number and the full serial number.

## Receiving the System

When your QSight MS system is delivered, it is your responsibility to provide for removal of the shipping containers from the truck and their storage until installation. Contact your PerkinElmer service representative as soon as your shipment arrives to arrange an installation date.



HUMAN HEALTH

ENVIRONMENTAL HEALTH

# THE TRIPLE QUAD THAT KNOWS THE VALUE OF TIME



QSight Triple Quadrupole LC/MS/MS

  
**PerkinElmer**<sup>®</sup>  
*For the Better*





THE IDEAL  
SYSTEM FOR THE WORK  
YOU DO





## BETTER LC/MS/MS DETECTION, WHATEVER YOUR DISCIPLINE

### FOOD

Pesticide residue testing, simultaneous multi-mycotoxin detection, veterinary drug analysis, allergen detection, nutritional component analysis: These applications and more are where the QSight triple quad shines. And with the Food Safety Modernization Act being rolled out by the U.S. Food and Drug Administration, and with the China Food and Drug Administration and the European Food Safety Authority enforcing stricter regulations, the QSight system can help ensure food safety in a changing world.

### INDUSTRIAL

Industrial applications such as polymer testing and personal-care product analysis require superior MS instrument performance and outstanding stability. The StayClean™ technology of the QSight triple quad, combined with the powerful Altus® UPLC® system, is the perfect tool for a wide range of LC/MS/MS industrial applications.

### ENVIRONMENTAL

The QSight triple quad, combined with the Altus UPLC® system, is the perfect tool for a wide range of LC/MS/MS environmental applications, which include extremely difficult matrices such as soil and sludge.

# WHAT COULD YOU DO WITH AN EXTRA 35 DAYS OF SAMPLE TESTING?

Whether you're a lab manager or a bench chemist, you know firsthand how things are changing quickly in the food, environmental, and industrial industries. And your lab needs to change to keep pace. For one thing, regulatory agencies in each of these industries are imposing tight new standards and strictures on organizations charged with protecting the public. At the same time, there's increased market pressure to analyze more – and more complex – samples with fewer resources and skilled personnel. Sounds like a scenario in which 15% more uptime might come in handy.

That's what the QSight™ triple quadrupole LC/MS/MS system is designed to give you.

#### More productivity, more samples

For example, the system's self-cleaning source means you don't have to shut down the system for scheduled cleaning and maintenance. This means up to 35 days more sample testing per year than competitors' systems. The dual-source design also reduces complexity for multiplexing, with shorter run times and fewer wash cycles – and that's a productivity boost as well. And the flow-based pressure differential pulls ions for better sensitivity and increased reliability – and with fewer sample concentration requirements, you get less variability from sample to sample.

What's more, the system is easy for everyone in your lab – including novice technicians – to learn and use, with software that streamlines everything from method development to results processing and reporting. And it requires absolutely no instrument-to-instrument method optimization.

The QSight LC/MS/MS: Finally, a triple quad that gives you more of what you need most: time.

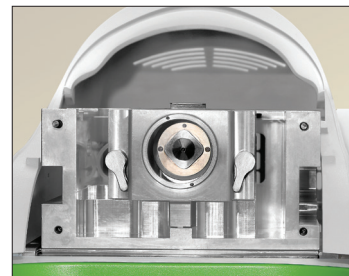


# INNOVATIONS COME TOGETHER TO SET THIS SYSTEM APART

An exceptional solution for a wide range of applications – food safety, environmental testing, and industrial research and analysis especially – the QSight LC/MS/MS delivers the key technologies you count on in a triple quadrupole solution. And it all comes together in a compact, easy-to-use design.

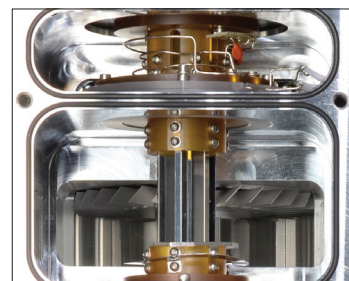
## High sensitivity, even higher productivity

Unique StayClean™ technology employs hot-surface induced desolvation (HSID™), a multi-orthogonal sampling interface that can significantly increase your uptime. A continuous flow of hot gas acts as a constant cleaning agent, and the orthogonal channels prevent contaminants from entering the instrument. Plus, solvated charged species are entrained and desolvated in the hot flow of gas, reducing chemical noise and delivering a higher signal-to-noise ratio.



## Go with the flow

Ions are transferred from the HSID interface to the system's Laminar Flow Ion Guide™, then moved to the analyzing region by a flow of background gas – no axial electrical fields are necessary. This means the system is not susceptible to field fluctuations and delivers consistently high levels of performance. Instrument drift and frequent reoptimization and cleaning are eliminated, for better productivity.



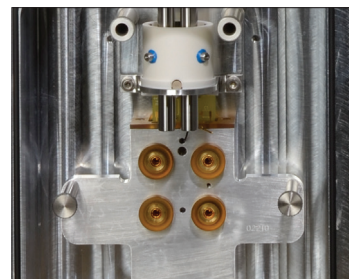
## Two sources are better than one

The system's dual-source technology has two separate ion inlets that operate independently and can be set in ESI or APCI modes, enabling combinations such as ESI/ESI, ESI/APCI, and APCI/APCI – with the same or opposite polarities. Unlike single-source instruments, our dual-source technology enables you to collect data in two complementary modes, maximizing the output from a single injection. Plus, it enables you to employ one probe for tuning and another probe for high flow analysis, giving you the capabilities of two MS systems in one.



## See how easy it is to switch

With its high-energy dynode to attract positive ions, the QSight system's UniField Detector™ causes positive ions to collide with the dynode to form electrons (which cascade into the detector) while negative ions are detected as usual for pulse counting. What you get is near-simultaneous detection of positive and negative ions without the need for high-voltage switching. Polarity switching happens in microseconds, limited only by the ion source and ion path polarity switching – not by the detector.



# Inside and Out, It's LC/MS/MS Done Right

**Dual Source** Two independent probes provide true multiplexing flexibility

**StayClean Source** Self-cleaning design delivers maximum sensitivity and exceptional uptime

**Mass Filters** High-quality precision rods provide highly stable, precise mass filtering

**UniField Detector** Patented technology counts positive and negative ions without high-voltage switching

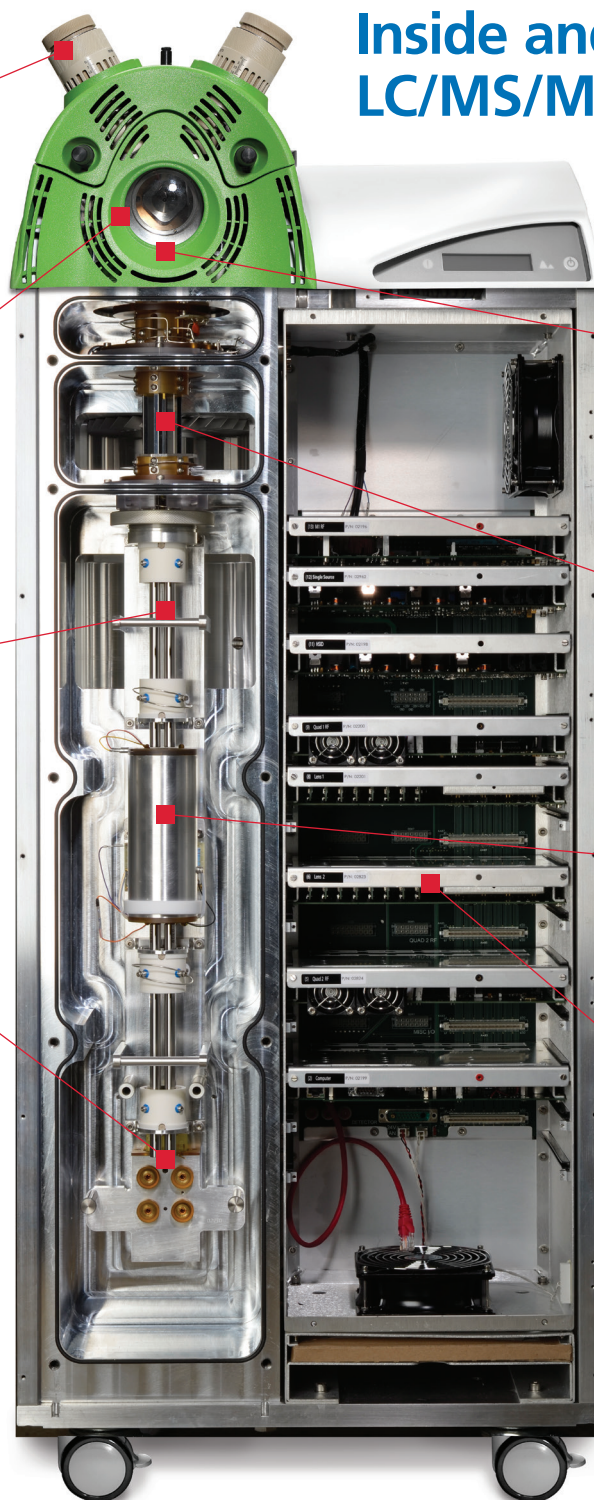
**HSID Interface** Provides low background and reliable results day after day, with equal response at any flow rate

**Laminar Flow Ion Guide** Highly efficient field-free transmission

**Collision Cell** Fast, efficient fragmentation (fast MRMs) shortens cycle time with zero crosstalk

**Modular** Plug-and-play design for ease of service

**Small Footprint, Vertical Design** Compact 50 cm x 50 cm x 110 cm – no benchtop needed

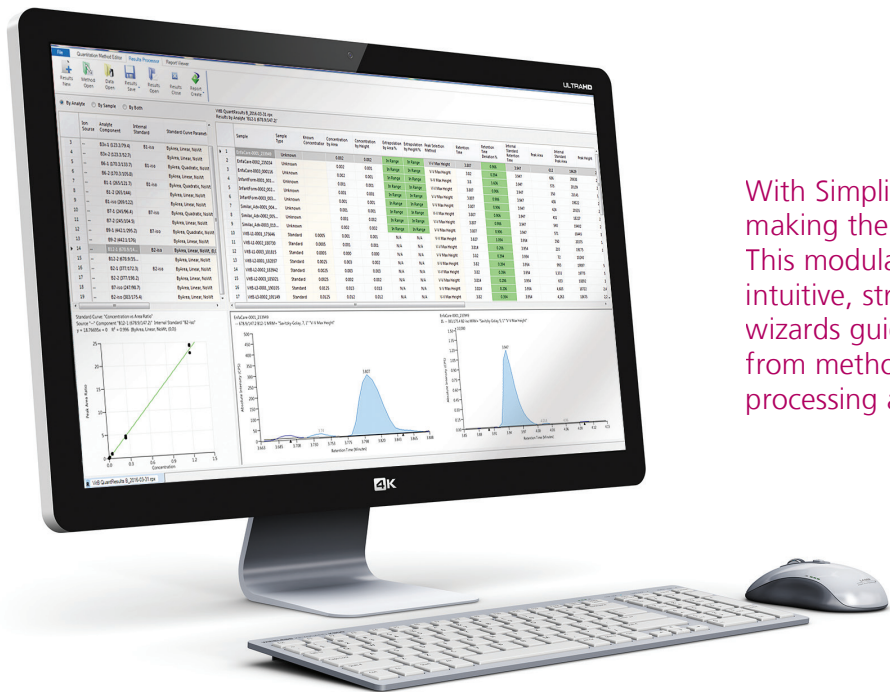


PERKINELMER PATENTS	US	CA	UK
MASS SPECTROMETER INTERFACE	7,091,477 7,405,398 8,546,750 8,946,622	2,470,452*	
MASS SPECTROMETER ION GUIDE PROVIDING AXIAL FIELD, AND METHOD	7,868,289		
METHOD AND APPARATUS FOR DETECTING POSITIVELY CHARGED AND NEGATIVELY CHARGED IONIZED PARTICLES	7,728,292		
MULTI-PRESSURE STAGE MASS SPECTROMETER AND METHODS	9,343,280		2466156 2489623

\*Pending application



# WE'RE DELIVERING SOFTWARE AND SYSTEMS THAT ARE SIMPLICITY ITSELF



With Simplicity 3Q™ software, it's all about making the QSight simple and easy to use. This modular software suite is designed for intuitive, straightforward operation, with wizards guiding you through the workflow, from method development to results processing and reporting.

## Simplicity 3Q Acquire Module

A great solution for data acquisition, Simplicity 3Q Acquire™ streamlines acquisition method development and batch acquisition, with the highest levels of automation. It's capable of real-time acquisition of more than one thousand MRMs and provides a real-time simultaneous display of large numbers of transitions. And for batch acquisition, it delivers a simple sample editor with an integrated concentration table, and easy table controls.

## Simplicity 3Q Quant Module

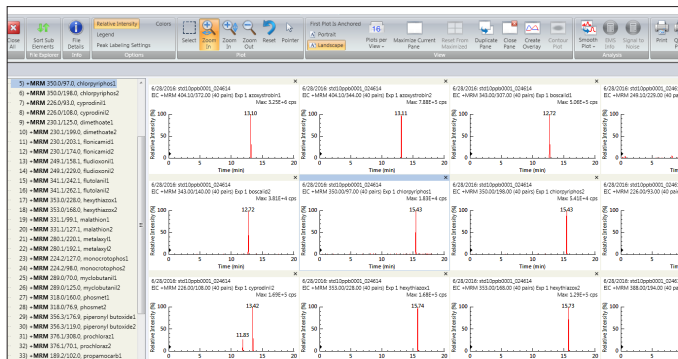
For data analysis and reporting, Simplicity 3Q Quant™ software uses autopopulation from data acquisition files for an exceptionally fast, smooth, streamlined workflow for high-throughput situations. And with a full-on view of all navigation data, the software's RapidView Heads-up Display™ lets you concentrate on your data – and your results.

## Simplicity 3Q View Module

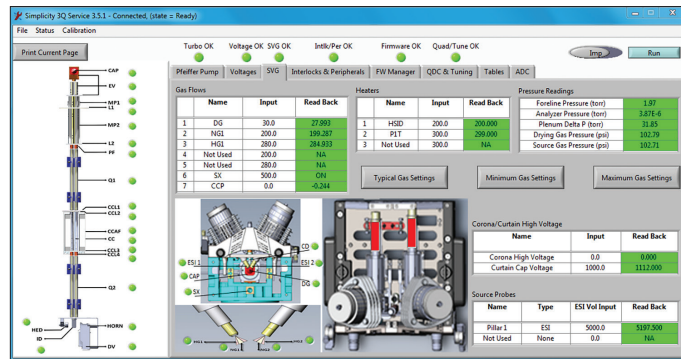
Simplicity 3Q View™ delivers flexible multi-analyte viewing, overlay plotting, and signal-to-noise analysis. Plus, it provides total ion currents (TICs) and extracting ion currents (XICs) for data exploration and evaluation.

## Simplicity 3Q Service Module

The Simplicity 3Q Service™ module uses AdvIO™ Electronics to review all settings and feedback, quickly diagnosing or ruling out hardware concerns. And because diagnostics are extremely accurate, downtime is vastly diminished, while repairs are done efficiently and effectively – without return calls.



Simultaneous review of several analyte MRMs.



Intuitive, real-time read-back facilitates instrument troubleshooting.



## LC technology that delivers a whole new level of confidence

Combine the QSight triple quadrupole with the Altus UPLC® and you can get an exceptional solution for a wide range of applications for food, environmental, and industrial analysis. It's best-in-class technology that delivers superior performance, optimal efficiency, higher user productivity, and lower consumable costs – and the kinds of insights you won't see from other LC platforms.

### What brings us together sets us apart

The Altus UPLC® system combines the flexibility and simplicity of quaternary solvent blending with the flow-through needle injector. So you get the high resolution, sensitivity, and improved throughput you expect from UHPLC-type separations, with exceptional reliability and robustness.

- **Multisolvent blending** Four solvents can be blended in any combination or proportion, automatically – and you can expand the capability by adding six more solvent lines.
- **Direct inject sampling** The needle-inflow path delivers precise injections, with technology that ensures the needle is tightly sealed, even at high pressure.
- **Next-generation column compartments** Standardized column heaters and managers with low-volume, active solvent preheaters deliver efficient operation across all your systems.
- **Managed dwell volume** SmartStart® technology manages gradient start time and preinjection steps serially, minimizing cycle times. And you get support for a full range of optimized, low-dispersion detection modes, including UV, PDA, FL, RI, and SQ MS.



### The Newest Member of an Elite Team

The QSight LC/MS/MS is the latest entry in a comprehensive line of mass spec detection instrumentation. These innovative systems span the entire spectrum of mass spec capabilities, from the most powerful and sensitive ICP systems to fastest portable systems in the business.



#### NEXION 350 ICP-MS

With the fastest data acquisition speed on the market, the NexION® 350 ICP-MS reduces background and interferences, optimizes signal stability, and minimizes maintenance and downtime – so you can accurately measure and characterize nanoparticles in less time.



#### CLARUS SQ 8 GC/MS

With the flexibility to choose your level of sensitivity and dynamic range, the Clarus® SQ 8 eliminates background noise, maximizes analyte signals, and enables you to virtually reconfigure between EI and CI, simply and quickly.



#### ALTUS SQ DETECTOR

An advanced benchtop single-quad LC/MS system that features an electrospray ionization source (EIS) or optional atmospheric pressure chemical ionization source (APCI), the Altus SQ Detector is ideally suited to a wide range of qualitative and quantitative applications.



#### TORION PORTABLE GC/MS

With the Torion® T-9, first responders test samples "on the ground," so there's no sample transportation or degradation, and no processing, packaging, and prep time. So you can go from response to remedial action 70 times faster than conventional lab analysis.

# EVERYTHING YOU NEED UNDER ONE ROOF



## The Right Accessories, Consumables Methods, and Application Support

Whether you're conducting routine raw materials confirmation or performing the most demanding applications, our top priority is to help improve efficiency, control costs, and optimize your analysis.

We have the consumables and accessories for applications in atomic spectroscopy, materials characterization, and chromatography and mass spectrometry, and our comprehensive portfolio of solutions is designed to ensure you receive accurate, repeatable results – on time, every time – throughout the lifetime of your instrument.



With our OneSource® organization, you're benefiting from multivendor service and support from the absolute best in the business. That means thousands of certified technicians in the field, who are familiar with all the techniques you employ. More than 400,000 multivendor assets under our care. And operations in more than 120 countries across the globe.

Analytic method services, asset procurement and disposition, business intelligence, qualification and validation, lab relocation, and, of course, instrument service and repair – all these services and more, plus a deep-seated knowledge of the business requirements of our customers, uniquely qualify us to help empower your science and drive your business.

For more information about the QSight Triple Quadrupole LC/MS/MS, go to [www.perkinelmer.com/QSight](http://www.perkinelmer.com/QSight)

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## Customer Responsibilities

The Customer should ensure that necessary operating supplies, consumables, and usage dependent items such as vials, syringes, pipettes, and solvents are available. You are responsible for the preparation of laboratory before the arrival of your instrument. Failure to have the site prepared properly may result in additional charges by the service team.

Before the QSight MS system can be installed, the site must be properly prepared. Site preparation includes, but is not limited to, the following:

- Adequate space is available for the QSight MS system.
- A suitable supporting bench is available for the Computer and LC System.
- Adequate electrical power is available at the correct voltages and frequencies.
- Environmental control systems are adequate to maintain a correct, stable operating environment.
- An adequate source of clean, dry nitrogen gas for up to 80 psi of continuous flow.
- An adequate source of Zero Air for up to 110 psi of continuous flow.
- Adequate exhaust venting.
- Exhaust venting foreline pump.
- Supplies necessary for instrument operation are available.

## PerkinElmer Service Responsibilities

Once it has been confirmed that the laboratory is ready, and the system has arrived, the PerkinElmer Service Engineer shall perform the follow:

- Unpacking the QSight MS system and verifying that all components are present and undamaged.
- Connecting the carrier gas line to the instrument from the tank, regulators, and lines installed by the customer.
- Installing, connecting, and turning on QSight MS system components.
- Verifying that the system meets PerkinElmer published performance specifications.
- Basic user familiarization for system hardware and software.



## Environmental Conditions

Environmental conditions should be conducive to the operation of the instrument, the rotary vane pump, and the computer, which will be used to operate the system. The following conditions outline the additional heat load that will be produced, as well as the environmental conditions required when the system is fully running.

### Heat Load Generated

Component	Heat Load (200 Series)	Heat Load (300 Series)
IONICS 3Q Mass Spectrometer and PC	3.4 kW	3.4 kW
SV40 Rotary Vane Pump	1.9 kW	--
SV120 Rotary Vane Pump	--	2.2 kW
Exhaust Blower	0.16 kW	0.16 kW
<b>Total</b>	<b>5.46 kW</b>	<b>5.76 kW</b>

### Conditions While System is Running

Considerations	Specification
Ambient Temperature	18-25 °C
Humidity	20-80%, Non-Condensing
Vibration	The instrument should not be placed in an area prone to excessive vibration.
Heating and Cooling Vents	The instrument should not be placed directly in front of/below heating or cooling vents.



## Electrical Needs

The QSight Series instruments normally operate within a 5% range of the specified voltage and within  $\pm 1$  Hz of the specified frequency, unless otherwise noted. Additional conditioning of the power line may be required, should the power be unstable, fluctuates in frequency, or is subject to surges.

The QSight Series instruments and roughing pumps each require a single phase, grounded, 200-240 VAC 50/60 Hz electrical outlet. All lines should be rated for 15 amps, from a separate branch circuit. Do not connect any other equipment to these circuits.

The Mechanical Exhaust pump requires one single phase, grounded, 100-120 VAC 50/60 Hz outlet.

The computer system requires two single phase, grounded, 100-240 VAC 50/60 Hz outlets.

## Power Requirements

	Instrument	Leybold (SV40/SV120) Rotary Vane Pump	Exhaust Blower	PC	Totals (200/300)
Voltage (AC)	200-240 VAC 50/60 Hz	200-240 VAC 50/60 Hz	100-240 VAC 50/60 Hz	100-240 VAC 50/60 Hz	N/A
Power	2.9 kW	1.9/2.2 kW	0.16 kW	0.6 kW	5.56 / 5.86 kW
Power Connection Type	NEMA L6-20 (Twist Lock)	NEMA L6-20 (Twist Lock)	NEMA 5-15	NEMA 5-15	N/A

## Power Consumption

	Instrument	Roughing Pump	Exhaust Blower	PC	Totals (200/300)
Maximum kVA	2.9 kVA	1.9/2.2 kVA	0.16 kVA	0.6 kVA	5.4 / 7.3 kVA
Maximum Continuous Current	12 A	8.5 A	1A	--	21.5

## Voltage Specifications

	Instrument	Leybold Rotary Vane Pump	PC
Operating Voltage Range	190 – 240 VAC	190 – 240 VAC	100 – 240 VAC
Phase	Single	Single	Single



## Power Frequency Specifications

	Instrument	Leybold Rotary Vane Pump	PC
Operating Frequency	50-60 Hz	50-60 Hz	50-60 Hz
Allowable Frequency Variance	±1 Hz	±1 Hz	±1 Hz

## Power Considerations & UPS Requirements

Prior to any installation, a qualified, locally licensed electrician must ensure proper power requirements are available or installed to local codes and standards. PerkinElmer will work with this electrician to ensure that all requirements have been met.

The total power consumption of the combined system (instrument, rotary vane pump and computer), is 5.4/5.7 kW (50 or 60 Hz). If you intend to power the system from an uninterruptible power supply (UPS), the UPS must be capable of delivering 5.2 kVA (50 or 60 Hz).

The UPS must meet the following specifications.

UPS Type	True On-Line (Double Conversion)
Output Voltage	100-120/200-240 V
Frequency	50/60 Hz
Waveform	Pure Sine Wave
Minimum Peak Current	3X nominal Current
Output Voltage Distortion	<3%
Output Protection	Circuit Breaker
Minimum Power Requirement	6 kVA (unless otherwise tested by P)



## Space Requirements

The QSight MS has been designed in such a way that it can be placed directly against a wall or can be positioned closely to the roughing pump. Care should be taken to ensure that the instrument is a minimum distance from the roughing pump or other sources of vibration, which could affect performance.

Care should also be taken to ensure that the air flow in front of the instrument, as well as behind the instrument, is unimpeded.

The roughing pump can be placed behind or beside the instrument, or can even be in a separate room from the instrument with the following provision: The hose length can be no longer than 3 m.

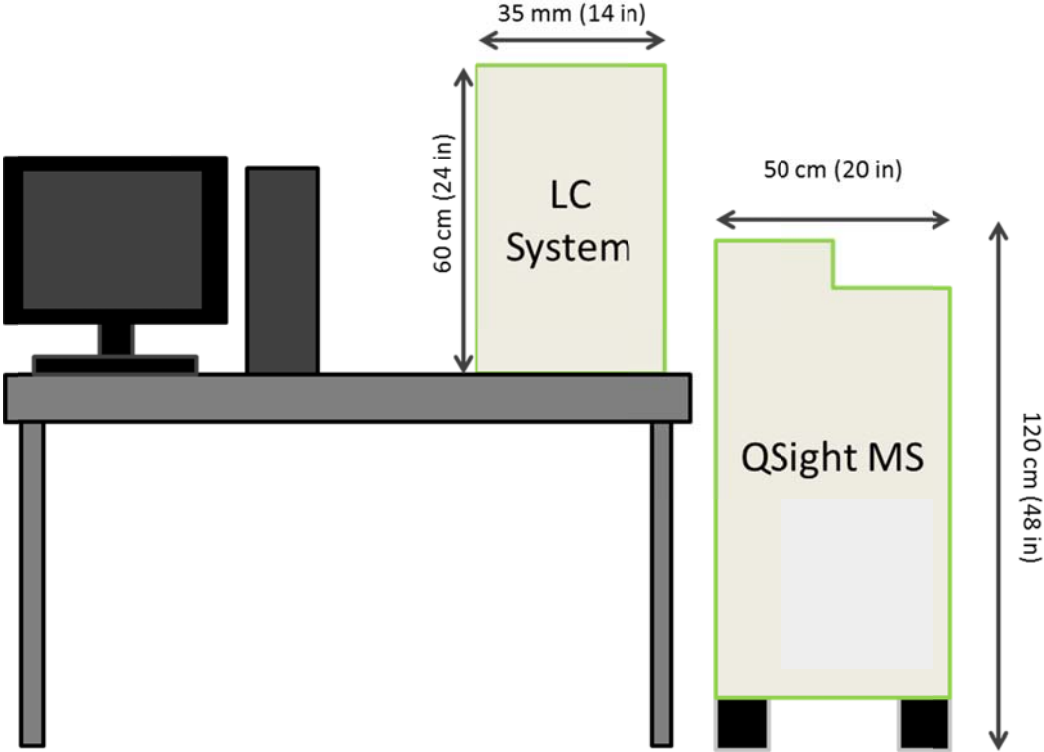
## Dimensions

Component	Height	Width	Depth	Weight
QSight MS	120 cm (48 in)	50 cm (20 in)	50 cm (20 in)	273 kg (600 lbs)
Rotary Pump	34 cm (13.4 in)	30 cm (11.8 in)	51 cm (20.2 in)	45 kg (100 lbs)
UPS/Conditioner	72.9 cm (28.7 in)	29.9 cm (11.8 in)	82.9 cm (32.6 in)	157 kg ( 348 lbs)
TriFlow Nitrogen/Z-Air Generator	109 cm (43 in)	53 cm (21 in)	86 cm (34 in)	185 kg (407 lbs)



# Configurations

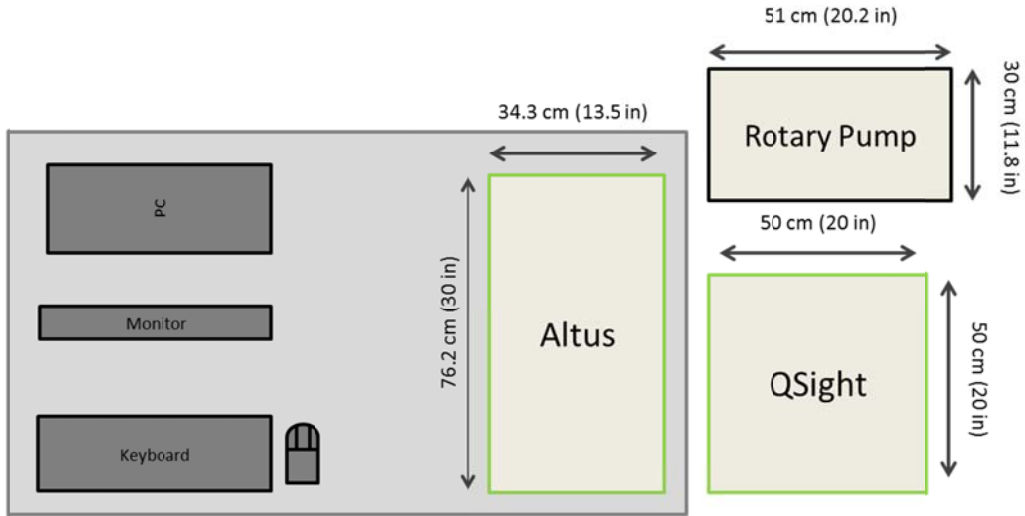
The following configurations demonstrate possible layouts for your laboratory:



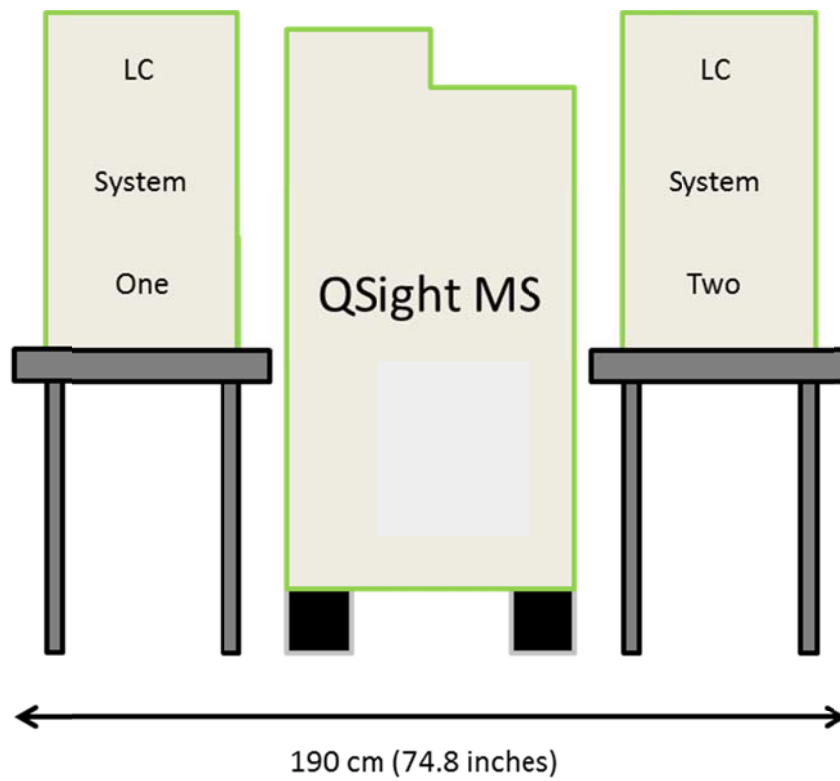
Front View







Top View – The rotary pump can be placed behind or on the side of the MS



Multiple LC System configuration



## Gas Requirements

The QSight Series instruments (With Mechanical Blower Source Exhaust) make use of two gas inputs. The configurations for both single and dual source instruments are listed below:

### Single Source

Gas	Type	Quality	Connection to Instrument	Supply Pressure	Flow Capability
Drying Gas (DG)	Nitrogen	>99.0% purity Moisture Free <5ppm Hydrocarbon	6.4mm (1/4") OD tubing pushfit	520-590 kPa (75-85 psi)	15 SLPM
Source Gas (NG/HG)	Z-Air*	Water and Oil Free (<0.003ppm) Phthalate Free <5ppm Particles <0.01 micron	6.4mm (1/4") OD tubing pushfit	690-760 kPa (100-110 psi)	34 SLPM

### Dual Source

Gas	Type	Quality	Connection to Instrument	Supply Pressure	Flow Capability
Drying Gas (DG)	Nitrogen	>99.0% purity Moisture Free <5ppm Hydrocarbon	6.4mm (1/4") OD tubing pushfit	520-590 kPa (75-85 psi)	15 SLPM
Source Gas (NG/HG)	Z-Air*	Water and Oil Free (<0.003ppm) Phthalate Free <5ppm Particles <0.01 micron	6.4mm (1/4") OD tubing pushfit	690-760 kPa (100-110 psi)	67 SLPM

**\*Nitrogen may be used as a substitute, however optimization will be different.**



## Laboratory Exhaust System

The QSight lines of mass spectrometers exhaust waste from the plenum chamber of the source, as well as from the rotary vane pumps.

The exhaust system must be capable of eliminating all of the waste exhaust from the source and rotary pump(s). If working with a distance beyond 300 cm (10 feet), the system should be comprised of tubing/piping with an inside diameter of no less than 2.54 cm (1 Inch). Typically, 1.5" plumbing pipe is recommended.

This system can be vented through a fume hood, or to the outdoors, according to local standards. A pump may be required if the system presents any further restrictions (many turns/bends). This system should have connections to connect the source exhaust tubing (2.54cm (1") ID hosing).

## Laboratory Supplies

The following lab supplies are required and should be available at the instrument location:

- Solvents
  - LCMS grade Methanol
  - LCMS grade water
- Isopropanol and methanol in a squeeze bottle for surface cleaning
- Lint-free wipes
- General lab equipment – Gloves, pipettes, glassware, etc.

## Optional Customer Accessories

### UPS/Line Conditioner

It is highly recommended to use an Uninterruptable Power Supply, especially if the laboratory does not have stable power.

Model	Frequency	Part Number
PowerVar 5.2 kVA On-Line Conditioned UPS	50/60	N0777511

### Gas Generators

Model	Output	Part Number
TriGas Generator	LCMS grade nitrogen @ 80 psig	TBD
	LCMS grade Zero Air @ 110 psig	
	LCMS grade Dry Air @ 80 psig	
NitroFlow LCMS-	LCMS grade nitrogen @ 80 psig	TBD



5000	LCMS grade Zero Air @ 110 psig	
	LCMS grade Dry Air @ 60 psig	

## Final Considerations

### Person(s) in Charge of Assisting Installation

Please provide PerkinElmer with the contact information of the person who will be responsible to assist during the install. Please indicate the usual hours of operation in which the PerkinElmer CSE(s) can be on site to perform the installation. Please indicate whether or not (if necessary) the PerkinElmer CSE(s) can work beyond these hours, as well as any contact information of the person(s) they would make these arrangements with.

### IT Support

The PC accompanying the instrument will have to be networked as part of your company's computer network for the purposes of transmitting data. An internet connection will also be required for remote troubleshooting purposes.

The computer may not be networked, until the instrument has been installed and signed for. Once the installation is deemed complete (both parties sign the acceptance document), you or a member of your IT staff may network the computer. If you would like to have the PerkinElmer CSE present for this, please book your IT staff to perform this at the end of the installation period. In all instances, please ensure that the following is observed:

1. **All users must have read/write access to the 'C:/Users/Public/' root folder and its subdirectories.**
2. **Windows security settings must be modified in order to avoid unspecified incompatibilities due to automatic software updates.**



- Automatic Updates must be turned off and set to 'Check for updates but let me choose whether to download and install them'. Please contact IONICS if an update is required for your domain.
  - Java Update settings must be disabled. Disable the 'Check for Updates Automatically' option in the Java Control Panel. Please contact IONICS if an update is required for your domain.
3. **Windows user settings must be modified to ensure connectivity to the mass spectrometer at all times.**
- Do not put the computer to sleep. This can be modified in the Power Options of the Control Panel.
  - The user may 'Lock' the computer, if necessary.

## Site Preparation Sign-Off

*This sheet must be completed, signed, dated and provided to the service engineer (via email or fax) prior to his/her arrival for the installation. If the service engineer arrives and finds that the site has not be prepared in accordance with the requirements listed below, the customer may be held liable for all service expenses, at normal billing rates, related to his/her visit.*

**The following requirements must be completed prior to the arrival of the installation engineer:**

- Space requirements for instrument, computer and LC components meet the requirements listed in this document.
- Laboratory environmental conditions meet the requirements listed in this document.
- Ventilation requirements for rough pump and ion source exhaust are present and meet requirements listed in this document.
- Zero Air and/or nitrogen sources are in place and meet requirements listed in this document.
- Line Voltage for Mass Spectrometer verified to be within 208-240 VAC.
- LCMS grade solvents and chemicals specified in the Laboratory Supplies section are on hand.
- General laboratory equipment including pipettes, gloves, and clean glassware on hand.



The undersigned hereby confirms that the list of requirements specified above and described in this manual (Preparing Your Laboratory for the QSight Mass Spectrometer) has been completed, and the site is ready for the installation of the QSight MS. He/she understands that they may be responsible for all service expenses, at normal billing rates, associated with an installation that cannot be performed due to any of the requirements on this sheet not being completed.

Please sign and date below.

---

**Signature of Responsible Party**

---

**Date**





710 Bridgeport Ave.  
Shelton, CT 06484-4794  
**Bob Stroyne**  
Sr. Sales Specialist  
Phone 412-491-4266  
Fax: 203-944-4914  
Email:  
robert.stroyne@perkinelmer.com

Linda Harper  
Dept. of Administration  
Purchasing Division  
2109 Washington Street East  
Charleston, WV 25305-0130

re: CRFQ AGR1700000005

Linda,

I would like to thank you on behalf of PerkinElmer for the opportunity to provide a response for CRFQ AGR1700000005.

This response is for the PerkinElmer QSight 220 LC/MS/MS and Altus A30 UPLC systems, both of which meet the mandatory instrument specifications called out in the RFQ. All of the instrument items (PDA Detector, Column Oven with Column Switching, etc.) that were clarified in Addendum #1 have been added to the quotation. Brochures and Laboratory requirements are also included in our response package.

Installation, Warranty, and On-Site Training are included in the price of the QSight System and as such, are listed at no charge on your pricing sheet. The cost for two preventative Maintenance visits for the system during the One-Year warranty has also been added to the pricing sheet as per your request.

Please feel free to contact me with any questions that you may have.

Thank you and best regards,

**Bob**

Bob Stroyne  
Sr. Sales Specialist  
Chromatography Products  
PerkinElmer Life and Analytical Sciences  
412-491-4266  
robert.stroyne@perkinelmer.com

# Quotation

PerkinElmer Health Sciences Inc.  
710 Bridgeport Avenue  
Shelton, CT 06484-4794

Phone: 1-800-762-4000  
Fax: (203) 944-4914

To: BRENDA KEAVEY  
WEST VIRGINIA DEPARTMENT OF AGRICUL  
313 GUS R. DOUGLASS LANE  
CHARLESTON WV 25312

QUOTE NO.: 21169369  
QUOTE VALID TO: 12/30/2016  
QUOTE DATE: 11/10/2016  
PAY. TERMS: Net 30 days  
FREIGHT TERMS: FOB Destination - Frt Quoted  
ULTIMATE DEST.: UNITED STATES OF AMERICA

TELEPHONE NO. (304) 558-2227  
FAX NO.  
YOUR REFERENCE

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL																		
1	BC003382	<p>QSight 220 Multi Opt. Dual Source System</p> <p>Sales Discount</p> <p>Dual source version of QSight 200 series, Mass range 5 - 1500 m/z with Multi-Option Dual Source (ESI/ESI, ESI/APCI, APCI/APCI) configurations available. Includes one ESI and one APCI source probe coupled to the industry leading HSID self-cleaning interface. Supports flow rates from 5ul to 3 ml/min. One year warranty on non-consumable parts included.</p> <p>The following items are included in the QSight PN above:</p> <table border="0"> <tr> <td>Description</td> <td>Part No.</td> </tr> <tr> <td>SV40 Bi-Rotary Vane Pump</td> <td>BC004848</td> </tr> <tr> <td>Mechanical Source Exhaust Pump, Kitted</td> <td>BC004420F</td> </tr> <tr> <td>Lenovo Computer</td> <td>09406459</td> </tr> <tr> <td>Computer Monitor</td> <td>09406020</td> </tr> <tr> <td>Single LC 3Q Cable Accessories Kit</td> <td>BC004463</td> </tr> <tr> <td>GVE Accessories for 100/200 Accessories</td> <td>BC004461</td> </tr> <tr> <td>Installation and Training 5 Days On Site</td> <td>BC004333</td> </tr> <tr> <td>Crate and Packaging</td> <td>BC004461</td> </tr> </table>	Description	Part No.	SV40 Bi-Rotary Vane Pump	BC004848	Mechanical Source Exhaust Pump, Kitted	BC004420F	Lenovo Computer	09406459	Computer Monitor	09406020	Single LC 3Q Cable Accessories Kit	BC004463	GVE Accessories for 100/200 Accessories	BC004461	Installation and Training 5 Days On Site	BC004333	Crate and Packaging	BC004461	1	286,400.00	286,400.00
Description	Part No.																						
SV40 Bi-Rotary Vane Pump	BC004848																						
Mechanical Source Exhaust Pump, Kitted	BC004420F																						
Lenovo Computer	09406459																						
Computer Monitor	09406020																						
Single LC 3Q Cable Accessories Kit	BC004463																						
GVE Accessories for 100/200 Accessories	BC004461																						
Installation and Training 5 Days On Site	BC004333																						
Crate and Packaging	BC004461																						
					74,464.00-																		
2	N2971030	<p>Altus A-30 Solvent Delivery Module</p> <p>Sales Discount</p> <p>The Solvent Delivery Module is a high pressure pump that can simultaneously pump four degassed solvents (A, B, C, and D). A gradient proportioning valve (GPV) is used to dynamically blend solvents in any specified combination producing predictable gradient segments regardless of solvent compressibility and system backpressure. Solvent selection and blending occur on the low pressure side of the solvent delivery system and solvents continue to blend under high pressure in each piston</p>	1	21,000.00	21,000.00																		
					5,670.00-																		

SEND PURCHASE ORDERS TO:  
PerkinElmer Health Sciences, Inc.  
710 Bridgeport Ave.  
Shelton, CT 06484-4794  
Phone: 1-800-762-4000  
Fax: (203) 944-4904  
Email: USInstrumentOrders@perkinelmer.com

SALES REPRESENTATIVE: ROBERT STROYNE  
PREPARED BY: Elsa Cordero



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710 Bridgeport Avenue  
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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		chamber. Integrated degasser chambers (1 per solvent line) automatically remove dissolved gasses from up to four (4) elution solvents. A fifth degasser chamber is accommodated for the wash solvent utilized by the Altus A-30 Sampling Manager. Automated, continuous compressibility compensation enables high pressure (up to 15,000 psi / 1,000 bar) solvent delivery. The Solvent Delivery Module is equipped with electronically controlled Intelligent Intake Valve (i2Valve) delivering faster system priming and reduces start-up times. The i2Valve minimizes solvent flow disturbances in the inlet lines by closely synchronizing the valve performance with pump operation. Leak sensors manage and identify solvent leaks during unattended operation. Programmable flow rates are 0.01 uL/min to 2 mL/min.			
3	N2971031	Altus A-30 Sampling Module Sales Discount	1	23,000.00	23,000.00 6,210.00-
		The Sampling Manager uses a flow-through-needle design to aspirate samples and hold it in the sample needle in preparation for injecting the sample onto the column. The needle serves as part of the injection flow path when the sample is pushed onto the column. Gradients pass through the needle during injection, ensuring complete sample recovery.			
4	N2971034	Altus A-30m Column Module Sales Discount	1	7,300.00	7,300.00 1,971.00-
		The A-30m Column Module insulates Altus UPLC Columns from ambient environment variations. Temperature control is maintained for the range of 4deg.C to 90deg.C in two independent heat/cool zones. Two (2) columns having dimensions up to 4.6 mm I.D. and 150 mm length, or four (4) columns up to 50mm length, may be inserted into the column manager. The Column Manager features two (2) active pre-heaters (must order N2971102 separately) (additional kit is required for support of 4 x 50mm columns). Column switching is accommodated via two (2) 9-port, 8-position high-pressure switching valves enabling switching of up to six (6) columns and allowing for bypass and waste positions (must order valve kit N2971103 separately). The Column Module bypass channel allows users to easily switch to direct flow injection analysis without sacrificing one of the column positions. The waste position enables rapid changeover to methods that utilize a different solvent. The standard unit can accommodate both left and/or right inlet configurations by virtue of the configurable active pre-heater locations or order to minimize dispersion when interfacing with MS.			
5	N2971050	Kit, A-30m Valve Cartridges Sales Discount	1	3,501.00	3,501.00 945.27-

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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
6	N2971035	Altus A-30 PDA Detector Sales Discount The Altus A-30 UPLC Photodiode Array (PDA) Detector is specifically designed to complement the Altus A-30 UPLC System. With noise specifications as low as +/-3 µAU, the Altus A-30 UPLC PDA offers sensitivity across the full UV/Vis absorbance range, that is unmatched by any photodiode array detector on the market. Further, enhanced software control provides flexibility for simultaneous 2D and 3D operation in the Empower software. Detector wavelength range is 190-800 nm, with 1.2 nm spectral resolution. Detector response is linear with 5% #deviation at 2.0 AU, Propylparaben at 257nm. Detector supports full three-dimensional spectral analysis or multi-wavelength operation (up to eight (8) wavelengths) under Empower Software control.	1	28,400.00	28,400.00 7,668.00-
7	N2971042	A-30 UPLC PDA Flowcell Sales Discount The 10mm analytical light-guided flow cell delivers sensitivity and resolution to Altus A-30 UPLC applications. Low dispersion performance is achieved with a 500 nL illuminated volume and 127 µm PEEK interconnect inlet/outlet tubing.	1	4,094.00	4,094.00 1,105.38-
8	N2971048	Startup Kit, Altus# A-30 System Sales Discount	1	1,687.00	1,687.00 455.49-
9	N2971049	KIT, LEAK SENSOR ASSEMBLY Sales Discount	2	181.00	362.00 90.50-
10	N2971101	UPLC Active Pre-Heater Sales Discount	2	476.00	952.00 238.00-
11	N2971086	Altus Solvent Bottles and Caps Sales Discount	1	889.00	889.00 222.25-
12	09991420	Mains Lead USA 2M 125V 16A LINE CORD Suitable for North America.	3	49.00	147.00
13	09406322	NETWORK CARD- PCIE	1	92.00	92.00
14	BC004289	Simplicity 3Q Acquisition Software Sales Discount	1	5,000.00	5,000.00 2,500.00-



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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
15	BC004290	Simplicity 3Q Quantitation Software Sales Discount	1	5,000.00	5,000.00 2,500.00-
16	BC004313	Ionica Server for Qsight	1	100.00	100.00
17	N2975000	Empower 3 Personal Single System Softwar Sales Discount Includes Empower 3 Base Software DVD, Empower 3 Bookshelf CD,E3 Instrument Driver (ICS) Pack, E3 Default Project CD, Personal Multi-System Base License (enables the base software, 5 users and 4 system licenses), E3 License Management Read Me document, E3 Release Notes, (Qty. 2) 2-Port Instrument Control Card (NIC), (Qty 1) 8-Port Ethernet Network Switch, (Qty. 4) Ethernet cables.	1	7,800.00	7,800.00 1,950.00-
18	BC004850	100-200 Series Tuning Solution Sales Discount	1	500.00	500.00 250.00-
19	BC004556	Syringe Pump Sales Discount	1	1,800.00	1,800.00 360.00-
20	BC002931	LC Infusion Kit Sales Discount	1	1,300.00	1,300.00 260.00-
21	BC001912	ESI Needles	1	120.00	120.00
22	BC002327	APAC Needles	1	120.00	120.00
23	09421085	PRINTER LASER B/W BROTHER HL-5000D 120V	1	491.00	491.00
24	09421130	USB 2 Cable 480MBPS A/B Plug 10 FT	1	43.00	43.00
25	N0207312	LCMS System Preventative Maintenance Visit	2	2,000.00	4,000.00
26	REGDELLCM	Regular Delivery Sales Discount	1	2,657.60	2,657.60 1,900.00-
27	SDS-IDLCM	Inside Delivery	1	150.00	150.00
28	SDS-ASLCM	Lift Gate Required	1	150.00	150.00

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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
Total Net Price in USD:					298,295.71
<p><b>Customized Financing Solutions</b> are available - We offer competitive rates with a wide range of structures to assist in acquiring your PerkinElmer technology - Speak to your Sales Engineer.</p>					
<p>Did you know that you can order selected products online at <a href="http://www.perkinelmer.com/shop?">www.perkinelmer.com/shop?</a></p>					
<p>Please when submitting your order include our Quotation or Reference number.</p>					
<p>*</p>					
<p>The amount displayed does not include tax charges.</p>					
<p>These charges will be added to the invoice if applicable.</p>					
<p>*</p>					
<p>Includes installation and one year warranty (parts, labor and travel).</p>					
<p>*</p>					
<p>Terms subject to credit approval.</p>					
<p>Included in the price of the QSight is 5 days of Installation and familiarization.</p>					
<p>PERKINELMER HEALTH SCIENCES, INC. STANDARD TERMS AND CONDITIONS OF SALE</p>					
<p>1. Delivery Dates and Prices</p>					
<p>a) All delivery and shipment dates indicated on the face hereof are approximate and subject to Seller's availability schedule. Seller will make reasonable efforts to meet the delivery date(s) quoted. However, Seller will not be liable for its failure to meet the quoted delivery dates or for any delay in performance hereunder due to unforeseen circumstances or shortages, due to causes beyond its control, or due to its voluntary or mandatory compliance with any governmental act, regulation, or request. If, by reason of such circumstances, Seller's supplies of the equipment or service (hereinafter the "Product(s)") covered hereby are limited, Seller shall have the right to allocate the available supply among its customers in such manner as it, in its sole discretion, determines appropriate.</p>					
<p>b) All orders are priced on the basis of an estimated shipment date within ninety (90) days of the date of order to the stated destination. Should Buyer request a change in the estimated shipment date or otherwise cause delay in delivery beyond ninety (90) days from the date of order or request that the Products be shipped outside the country of original delivery, the prices established by this quote shall no longer apply, and Seller's list prices in effect on the actual</p>					



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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
<p>date of shipment shall be used in determining the price to be paid. Except as provided above, if the price is stated by reference to a published price list, then the price shall be the price on the published price list in effect at the time Seller receives Buyer's purchase order, without regard to the requested delivery date. However, if any Product is ordered prior to the effective date of a published price change and the delivery date is rescheduled, the price in effect at the time of the initial delivery date shall apply.</p> <p>c) If Buyer requests shipment to a country other than the country originally requested, and if Seller elects not to cancel the order pursuant to Paragraph 12 hereof, Seller's applicable surcharge for the actual country of delivery shall be added to the price.</p> <p>d) Notwithstanding any provision to the contrary herein, all prices are subject to increase without notice to reflect changes in: (1) Federal or State laws taxing raw material or processed materials; (2) applicable laws or regulations governing working hours or compensation of labor; and/or (3) freight charges, insurance costs, duty or other factors affecting costs of shipment.</p> <p>2. Packing and Loss or Damage in Transit. Products will be packed for shipment in a manner suitable to the method of shipment specified by Buyer, or to the method selected by Seller in the absence of instructions. Unless otherwise indicated on the face hereof, all sales hereunder are f.o.b. shipping point, and all risk of loss or damage to equipment in transit is upon Buyer. Payment will be made in accordance with Paragraph 5 below.</p> <p>3. Payment Due For Partial Deliveries. Seller may, in its sole discretion, deliver any portion of the Products ordered, regardless of utility to Buyer in the absence of the undelivered portion, and all such partial deliveries shall be accepted and paid for in accordance with the terms of Paragraphs 4 and 5 below. Likewise, completion of any installation services shall not be a condition to Buyer's obligation to remit payment. The making of a partial delivery that, to any extent, is not in accordance with the contract of sale shall not affect the Buyer's obligation hereunder to remit payment.</p> <p>4. Inspection, Acceptance and Return of Products or Trade-Ins. Buyer shall inspect the Products immediately upon receipt and shall, within five (5) business days after receipt, give written notice to Seller of any claim for shortage or that the Products do not conform with the terms of the contract of sale. If Buyer shall fail to give such notice, the Products shall be deemed accepted and to conform with the terms of the contract of sale, and Buyer shall be bound to pay for the Products in accordance with the terms of Paragraph 5 below. Return of Products, defective or otherwise, will not be accepted by Seller without (i) written notification from Buyer to Seller within 30 days of receipt of invoice and (ii) receipt of a return authorization number from Seller. Products authorized to be returned shall be shipped f.o.b. destination, freight pre-paid. When return of nonconforming goods has been accepted by Seller, conforming shipment may be made in accordance with Paragraph 1 above and Paragraph 8 below without further liability on Seller's part. Buyer will be liable for restocking charges in the event Products are returned to the Seller which are not defective and are in accordance with these terms. When a trade-in is authorized by Seller, Buyer shall ship, f.o.b. destination, freight pre-paid, the material or equipment so authorized for trade-in, to Seller's specified location.</p> <p>5. Payment and Credit Terms. Unless otherwise indicated on the face hereof, Buyer agrees to remit payment in full to the address provided on the face of Seller's invoice for all shipments,</p>					



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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
<p>including shipments of any portion of the Products ordered, upon receipt of invoice. This obligation shall not be contingent upon the completion of any installation services included in the purchase price. No cash discounts will be granted. Account balances not paid in accordance with these terms are subject to the maximum prevailing legal interest rate calculated from date of delinquency. In the event Seller finds it necessary to refer an account to an attorney or an agent for collection of delinquent accounts, Buyer shall pay all costs of collection including, without limitation, reasonable attorneys' fees. Buyer agrees that Seller shall retain a security interest in the Products sold hereunder to secure any portion of the price not paid on delivery and will, on request, execute a security agreement in such form as is required by Seller, which, at Seller's option, may be filed with appropriate local, state, or other relevant authorities. Should Buyer become delinquent in the payment of any sum due hereunder, or if Buyer becomes insolvent, or if any proceedings are commenced under any bankruptcy or similar laws for Buyer's reorganization or other debt adjustment, Seller will not be obligated to continue performance. Seller reserves the right to change the credit terms provided herein when, in Seller's opinion, the financial condition or previous payment record of Buyer so warrants. If, within thirty (30) days of receipt of written notice of such change, Buyer fails to agree and comply with different terms of credit, and/or fails to give adequate assurance of due performance, Seller may (a) by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of the portion of the purchase order not then fully performed, whereupon Seller may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable; or (b) make shipments under reservation of a demand for advance payment or payment against tender of documents of title. Buyer's acceptance of delivery of any Products shall constitute a representation that Buyer is solvent.</p> <p>6. Taxes. Buyer is responsible for the ultimate payment of all taxes which may be assessed or levied on or on account of Products sold hereunder to Buyer, whether termed a gross receipts tax, use tax, property tax, sales tax or otherwise. Where Buyer claims that a transaction is not subject to any such tax, that Buyer is exempt, or that Seller is not required to collect such tax, Buyer agrees to provide Seller with any documentation necessary to support such a claim, to allow Seller to document its decision not to collect such tax(es), and to indemnify and hold Seller harmless from and against any and all fines, penalties, interest, taxes, and other expenses, including, without limitation, reasonable attorney's fees, incurred by Seller as a result of reliance upon Buyer's position.</p> <p>7. Installation and Site Preparation. Installation services are included in the purchase price of the Products sold hereunder only if expressly so stated on the face of Seller's quotation or in Seller's applicable price list. Installation services for Products transferred outside the country of original delivery by Buyer's actions may be subject to additional charges based on the actual installation site location. For Products requiring installation by Seller's service personnel, it is the responsibility of Buyer to prepare the site environmentally and provide the required services, power, water, drain, air, bottled gases, permits, licenses, approvals, etc., as well as whatever is required to uncrate and transport the Product to its appropriate location for use. Failure to do so, prior to Seller's service personnel arriving at Buyer's site on the mutually agreed upon installation date, will result in a service charge by Seller to cover the lost time of its service personnel. Should Seller be unable to perform the required installation services</p>					

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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		<p>within twelve months of a Product's shipment date as a result of Buyer's inability to prepare the site as required, Buyer may be responsible for additional costs associated with required hardware, software and firmware updates. Because Seller's service personnel may be required to enter upon Buyer's premises for the purpose of providing service to the Products sold hereunder, Buyer hereby undertakes to maintain its premises in a safe condition and to</p>			
		<p>comply with all applicable laws, statutes and regulations governing workplace health and safety, and hereby accepts full responsibility for any harm or injury to, or liability arising from work performed by, Seller's personnel while on Buyer's premises, except to the extent caused solely by the gross negligence or willful misconduct of Seller's personnel. Seller's sales and service personnel are not authorized to enter into any indemnity or hold harmless agreements on behalf of Seller.</p>			
		<p>8. Limited Warranty.</p>			
		<p>a) Warranty.</p>			
		<p>i) Seller warrants to Buyer that the Products sold to Buyer are, at the time of shipment to Buyer from Seller, free from defects in materials and workmanship.</p>			
		<p>ii) This warranty shall be valid for a period of 90 days from the date of shipment to Buyer, unless a different period is specified herein, or in Seller's applicable price list in which case such specified period shall apply. Notwithstanding anything to the contrary contained herein, the warranty period for data processing equipment, including data storage devices, processors, printers, terminals, communication interfaces, tape drives and all similar devices, is in all cases limited to ninety (90) days from the date of shipment to Buyer.</p>			
		<p>iii) Except in the case of an authorized distributor of Seller, authorized in writing by Seller to extend this warranty to distributor's customers, the warranty herein applies only to Buyer as the original purchaser from Seller and may not be assigned, sold or otherwise transferred to any third party.</p>			
		<p>iv) As Buyer's sole and exclusive remedy under this warranty, Seller agrees either to repair or replace, at Seller's sole option, any part or parts of such Products which, under proper and normal conditions of use, prove(s) to be defective within the applicable warranty period. Alternatively, Seller may at any time, in its sole discretion, elect to discharge its warranty obligation hereunder by accepting the return of any defective Product pursuant to the terms set forth herein and refunding the purchase price paid by Buyer.</p>			
		<p>b) Exclusions and Limitations.</p>			
		<p>i) It is recognized that some parts by their nature may not function for the warranty period applicable to the Product. Therefore, expressly excluded from the warranty herein are chromatography columns, filaments, energy sources, lamps, power amplifier tubes, graphite tubes, sample cell holders, burner and furnace chambers, nebulizers, and other similar parts referenced in the Product's applicable operating manual.</p>			
		<p>ii) The warranty herein excludes any equipment or accessories which are identified on applicable price lists, quotations, special promotional materials, or on the face hereof, for which this limited warranty may be further limited. Included within this category are items produced by third party manufacturers (as to which Seller passes to Buyer the warranty it has been provided by the manufacturer) and items which are sold at specially reduced prices with</p>			

PerkinElmer Health Sciences Inc.  
710 Bridgeport Avenue  
Shelton, CT 06484-4794

Phone: 1-800-762-4000  
Fax: (203) 944-4914

To: BRENDA KEAVEY  
WEST VIRGINIA DEPARTMENT OF AGRICUL

QUOTE NO.: 21169369  
QUOTE VALID TO: 12/30/2016  
QUOTE DATE: 11/10/2016

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		<p>reduced warranty protection (in some cases, extended warranty protection may be available at an increased price).</p> <p>iii) This warranty does not cover loss, damage, or defects resulting from: transportation to the Buyer's facility, improper or inadequate maintenance by Buyer, Buyer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the Product or improper site preparation or maintenance.</p> <p>iv) No warranty is made with respect to used, reconstructed, refurbished or previously owned Products, which will be so marked on the face hereof and, unless otherwise indicated on the face hereof, shall be sold #As Is".</p> <p>v) The warranty herein applies only to Products within the country of original delivery. Products transferred outside the country of original delivery, either by Seller at the direction of Buyer or by Buyer's actions subsequent to delivery, may be subject to additional charges prior to warranty repair or replacement of such Products based on the actual location of such Products and Seller's warranty and/or service surcharges for such location(s).</p> <p>c) Place of Service. Except when otherwise provided in Seller's current applicable price list, Seller shall use reasonable efforts to perform all warranty services hereunder at Buyer's facility, as soon as reasonably practicable after notification by Buyer of a possible defect; provided, however, that Seller reserves the right to require that Buyer return the Product to Seller's production facility, transportation charges prepaid, when necessary to provide proper warranty service.</p> <p>d) Software and Firmware Products. The sole and exclusive warranty applicable to software and firmware products provided by Seller for use with a processor is as follows: Seller warrants that such software and firmware will conform to Seller's program manuals current at the time of shipment to Buyer when properly installed on the processor, provided, however, that Seller does not warrant that the operation of the processor or software or firmware will be uninterrupted or error-free.</p> <p>SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p> <p>9. Exclusive Remedies. THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, SERVICE OR USE OF THE PRODUCTS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, SERVICE OR USE OF THE PRODUCTS.</p> <p>10. Patent Indemnity. Seller agrees to defend, at its own expense, any suit or legal proceeding which may be brought</p>			





**Quotation**

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<p>against Buyer alleging infringement by Buyer of any patent of the United States, as a result of Buyer's use of the Product sold hereunder for its intended purposes, provided that Buyer shall give Seller prompt written notice of any claim, threat, or institution of any such suit or legal proceeding, and provided further that Seller shall then have the sole right to control and conduct the defense and/or settlement of such claim, threat, suit or legal proceeding, either in the name of Seller or Buyer or both, and Buyer shall, at Seller's request and expense, provide relevant information and reasonable cooperation. Seller shall pay all final judgments and all costs and attorney's fees assessed against Buyer in any such suit or legal proceeding, provided Buyer has complied with the conditions hereof with respect to prompt notice and cooperation in connection with such suit or legal proceeding and given exclusive control thereof to Seller. Notwithstanding the foregoing, Seller shall not be liable for any attorney's fees or other legal expenses incurred by Buyer without the knowledge and prior written consent of Seller. Seller shall have the right, at its own expense, to procure for Buyer the right to continue using the Product claimed to infringe, replace said Product with an equally satisfactory non-infringing Product, modify said Product so that it becomes non-infringing, or remove such Product and refund the purchase price thereof less a reasonable amount for use, damage or obsolescence. The foregoing indemnity fully defines Seller's obligation for patent infringement. Such obligations shall specifically not apply to:</p> <ul style="list-style-type: none"> <li>a) an infringement claim resulting from additions or changes in or to the Product made by Buyer or any third party or from use in combination with other equipment; or</li> <li>b) an infringement claim which is settled without the prior written consent of Seller; or</li> <li>c) an infringement claim which results from compliance by Seller with specifications furnished by Buyer.</li> </ul> <p>The total amount of Seller's obligation and liability under this Section shall not exceed the price paid by Buyer to Seller for the Product held to infringe, and in no event will Seller be held accountable for consequential damages under this indemnity, such as loss of business profits or goodwill. With respect to any infringement claim arising from Product manufactured in whole or in part to Buyer's specifications or from use of such Product in conjunction with any other goods, Buyer will indemnify and hold harmless Seller from and against all such claims for damages or profits arising from infringement of patents, designs, copyrights or trademarks.</p> <p>11. Modification of Terms.        BUYER'S ACCEPTANCE OF ANY QUOTATION IS EXPRESSLY SUBJECT TO BUYER'S ASSENT TO EACH AND ALL OF THE TERMS AND CONDITIONS SET FORTH IN SELLER'S QUOTATION, AND BUYER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE SHALL BE CONCLUSIVELY PRESUMED FROM BUYER'S SUBMISSION OF ITS PURCHASE ORDER. NO ADDITION TO OR MODIFICATION OF SAID TERMS AND CONDITIONS SHALL BE BINDING UPON SELLER UNLESS SPECIFICALLY AGREED TO BY SELLER IN WRITING. IF BUYER'S PURCHASE ORDER OR OTHER CORRESPONDENCE CONTAINS TERMS OR CONDITIONS CONTRARY TO OR IN ADDITION TO THE TERMS AND CONDITIONS CONTAINED HEREIN OR IN SELLER'S QUOTATION, ACCEPTANCE OF ANY ORDER BY SELLER</p>					



# Quotation

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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
<p>SHALL NOT BE CONSTRUED AS ASSENT TO SUCH CONTRARY OR ADDITIONAL TERMS AND CONDITIONS OR CONSTITUTE A WAIVER BY SELLER OF ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN OR IN SELLER'S QUOTATION. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS. NO MODIFICATION OR WAIVER OF THESE TERMS AND CONDITIONS IS VALID, UNLESS CONFIRMED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.</p> <p>12. Authority to Export.            ALL ORDERS ACCEPTED FOR EXPORT (AND/OR RE-EXPORT) ARE SUBJECT TO: 1) UNITED STATES GOVERNMENT EXPORT REGULATIONS; AND 2) BUYER PROVIDING SELLER WITH ALL DOCUMENTATION NECESSARY FOR SHIPMENT TO THE DESTINATION COUNTRY.</p> <p>13. Software Licenses and Copyrighted Material.            a) Seller provides software products by license only. The terms of the license are available from Seller and are deemed accepted by Buyer on delivery of licensed software.            b) Unless otherwise specified, Seller's copyrighted material (software, firmware, and printed documentation) may not be copied except for archive purposes, to replace a defective copy, or for program error verification by Buyer.</p> <p>14. Miscellaneous.            a) Excusable Delays. Seller shall not be liable for delays in delivery or failure to manufacture or deliver goods due to acts of God, acts or failures to act of Buyer, acts of civil military authority, fires, strikes, floods, epidemics, attack, war, delays in transportation or other causes beyond Seller's reasonable control, including, without limitation, delays in obtaining or inability to obtain necessary labor, materials, components, or manufacturing facilities.            b) Governing Law. The contract of sale shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without regard to its principles of conflict of laws. Any disputes relating to the contract of sale between Buyer and Seller shall be adjudicated in the state or federal courts in the Commonwealth of Massachusetts, U.S.A., and both parties hereby consent to the exclusive jurisdiction of said courts for purposes of any such litigation. The parties expressly agree to waive application of the United Nations Convention on Contracts for the International Sale of Goods.</p> <p>c) Confidential Data and Information. If, in connection with the sale, purchase, use, or maintenance of the Products, Seller is requested, required, or deems it advisable to furnish data or information which it, in its sole discretion, deems proprietary, confidential, or both, Seller shall not, in any event, submit or be required to furnish such data or information unless Buyer enters into an agreement concerning the handling, use, copying, retention and return of such information, the form of which agreement is available to Buyer on request. Seller does not agree to accept any proprietary or confidential information of Buyer in the absence of such a written agreement signed by an authorized representative of Seller.</p> <p>d) Assignment. Buyer may not assign, transfer or delegate any of its rights or obligations herein without the prior written consent of Seller, and any purported assignment of such rights or</p>					





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

State of West Virginia  
 Request for Quotation  
 01 - Agricultural

Proc Folder: 265333

Doc Description: Triple Quad LC/MS/MS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-24	2016-11-17 13:30:00	CRFQ 1400 AGR1700000005	1

**BID RECEIVING LOCATION**

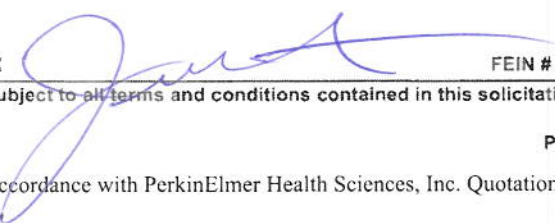
BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 PerkinElmer Health Sciences, Inc.  
 710 Bridgeport Ave.  
 Shelton, CT 06484-4794  
 Phone: 800-762-4000

**FOR INFORMATION CONTACT THE BUYER**

Linda Harper  
 (304) 558-0468  
 linda.b.harper@wv.gov

Signature X  FEIN # 04-3361624 DATE November 14th, 2016  
 All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMAITON:**

The West Virginia Purchasing Division for the Agency, The West Virginia Department of Agriculture is soliciting bids from qualified vendors to establish a "One-Time" contract for the purchase of a Liquid Chromatography/Mass Spectrometer (LC/MS) instrument per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LCMSMS, Workstation, software, printer	1.00000	EA	\$293,238.11	\$293,238.11

Comm Code	Manufacturer	Specification	Model #
41100000	PerkinElmer Health Sciences, Inc	Meets all	QSight 220, PN BC003382

**Extended Description :**

LCMSMS, Workstation, software, printer per specification 3.1.1 & 3.1.2

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Shipping Charges and inside delivery	1.00000	EA	\$1,057.60	\$1,057.60

Comm Code	Manufacturer	Specification	Model #
78121603	PerkinElmer Health Sciences,	Meets all	QSight 220

**Extended Description :**

Shipping Charges and inside deliver per section 3.1.3

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation/validation	1.00000	EA	-	Included

Comm Code	Manufacturer	Specification	Model #
73171605	PerkinElmer Health Sciences, Inc	Meets all	QSight 220

Extended Description :  
Installation/validation per section 3.1.3

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Training/Warranty	1.00000	EA	-	Included

Comm Code	Manufacturer	Specification	Model #
73171605	PerkinElmer Health Sciences, Inc	Meets all	QSight 220

Extended Description :  
Training/Warranty per section 3.1.3

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Service	1.00000	EA	\$4,000.00	\$4,000.00

Comm Code	Manufacturer	Specification	Model #
73171605	PerkinElmer Health Sciences, Inc	Meets all	QSight 220

Extended Description :  
Service per section 3.1.3

Total amount including freight and discounts: \$298,295.71

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2016-11-04

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Friday, November 4, 2016, 3:00 p.m.

Submit Questions to: Linda Harper, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Linda.B.Harper@wv.gov](mailto:Linda.B.Harper@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Triple Quad LC/MS/MS  
BUYER: Linda B. Harper  
SOLICITATION NO.: CRFQ AGR1700000005  
BID OPENING DATE: November 17, 2016  
BID OPENING TIME: 1:30 p.m.  
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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 N/A 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: (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: November 17, 2016, 1:30 p.m.

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.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. 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.

**13. 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.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.



**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5, and § 148-1-6.4.b.”

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

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

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

## GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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



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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ 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 \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ 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.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

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

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

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be 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 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.

**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:** In the amount of \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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.

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

**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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

\_\_\_\_\_ for \_\_\_\_\_.

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.



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

**12. 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.

**13. 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.

**14. 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.

**15. 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.

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

**17. 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.

**18. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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

**20. 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.

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

**22. 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.

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

**24. 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.

**25. 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.

**26. 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.



**27. 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.

**28. 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.

**29. 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.

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

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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

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

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

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



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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, 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.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia: county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

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

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

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

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

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

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

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.



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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

Anna Boyle, Contract Administrator

(Name, Title)

Anna Boyle, Contract Administrator

(Printed Name and Title)

710 Bridgeport Ave, Shelton, CT 06484

(Address)

Phone: 203-712-8478 Fax: 203-944-4914

(Phone Number) / (Fax Number)

Anna.Boyle@perkinelmer.com ContractsShelton@perkinelmer.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

PerkinElmer Health Sciences, Inc  
(Company)

(Authorized Signature) (Representative Name, Title)

Judith Albrecht, Assistant Secretary

(Printed Name and Title of Authorized Representative)

November 14th, 2016  
(Date)

Phone: 800-762-4000 Fax: 203-944-4914  
(Phone Number) (Fax Number)



REQUEST FOR QUOTATION  
Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for the one time purchase of a **Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, shipping, installation, validation, warranty, training, and service.**
  
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 **“APCI”** means atmospheric pressure chemical ionization.
  - 2.2 **“Contract Services”** means the LC/MS/MS with inside delivery, installation, validation, warranty, and training.
  - 2.3 **“ESI”** means electrospray ionization.
  - 2.4 **“FG”** means femtogram.
  - 2.5 **“Installation”** means unpacking and setting instrumentation in place with all connections secured for the instrument(s) to be in working order including software installation on the computer connected to the instrument.
  - 2.6 **“LC/MS/MS”** means Liquid Chromatography Triple Quadrupole Mass Spectrometer.
  - 2.7 **“MRM”** means multiple reactions monitoring.
  - 2.8 **“MSMS”** means tandem mass spectrometry.
  - 2.9 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.10 **“Service”** means performing routine maintenance work or repair to the instrument or software.
  - 2.11 **“SIM”** means selected ion monitoring
  - 2.12 **“S/N”** means signal noise.

REQUEST FOR QUOTATION  
**Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument**

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- 2.13 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.14 **“Training”** means teaching staff how to use and maintain the instrument and software.
- 2.15 **“Validation”** means is the process used to confirm that the analytical procedure employed for a specific test or matrices is suitable for its intended use.
- 2.16 **“Warranty”** means the written warranty of the manufacturer of a new instrument of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under that warranty.

**3. GENERAL REQUIREMENTS:**

- 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below for the **Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS)**.

**3.1.1 Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS)**

- 3.1.1.1 Must be capable of detecting a variety of analytes including pesticides, herbicides, toxins, and drugs in matrices such as foods, soil, vegetation, animal feed, and water.
- 3.1.1.2 MSMS must have two ion sources that operate independently which can be set to electrospray ionization (ESI) or atmospheric pressure chemical ionization (APCI). The instrument must enable combinations such as ESI/APCI, ESI/ESI, APCI/APCI with the same or opposite polarities without having to remove the sources to switch modes.
- 3.1.1.3 Minimum sensitivity requirement for positive ion mode: signal/noise (S/N) 2000:1 25 femtograms (fg) of reserpine on column. Minimum sensitivity requirement for negative ion mode: signal/noise (S/N)>2000:1, 25 femtograms (fg) of chloramphenicol on column.
- 3.1.1.4 The source probes must be easy to remove without the use of tools.
- 3.1.1.5 Ion source must have flat response across flow rate up to 3 milliliters per minute without loss of sensitivity.

REQUEST FOR QUOTATION  
Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument

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- 3.1.1.6 Capable of switching between rapidly between positive and negative ion detection without high voltage switching.
- 3.1.1.7 Acquisition modes: Q1 scan, Q2 scan, multiple reactions monitoring (MRM), selected ion monitoring (SIM), Neutral Loss scans, Product Ion, Precursor Ion, Time managed MRM
- 3.1.1.8 Minimum mass range requirement: 5-1500 mass to charge ratio (m/z)
- 3.1.1.9 Mass stability required: 0.05 atomic mass unit (amu) in 24 hours
- 3.1.1.10 Mass accuracy needed: minimum 0.1 unit across mass range
- 3.1.1.11 Scan speed:  $\leq 30,000$  daltons per second (da/s)
- 3.1.1.12 Quad resolution: unit, low and high, minimal sensitivity loss at 0.1 Daltons resolutions
- 3.1.1.13 Polarity switching time:  $\leq 15$  milliseconds
- 3.1.1.14 Dynamic range: 6 orders
- 3.1.1.15 Dual source switching speed:  $< 20$  milliseconds
- 3.1.1.16 Minimum multiple reactions monitoring (MRM) Dwell Time: 1 millisecond
- 3.1.1.17 MRM transitions: 450 per time segment  $> 40,000$  ion transactions per method
- 3.1.1.18 Must have high selectivity mass filter at 0.3 Daltons. Signal loss must not be more than 10%.
- 3.1.1.19 For minimal tuning during method development and minimal maintenance of the ion path, the LC/MS/MS utilizes Hot Source Induced Desolvation interface to the mass analyzer by patented Laminar Flow Ion Guide using gas flow
- 3.1.1.20 High performance liquid chromatograph capable of solvent and column switching without user intervention
- 3.1.1.21 High performance liquid chromatograph capable of regulating column temperature of at least 2 different columns
- 3.1.1.22 High performance liquid chromatograph with an autosampler
- 3.1.1.23 The LC/MS/MS instrument must be fully automated for analysis with a system controller that is loaded with the necessary software.
- 3.1.1.24 The LC/MS/MS must include a maintenance kit.
- 3.1.1.25 Vendor must provide documentation for recommended environmental conditions, electrical requirements, gas requirements, or any other factor that would affect instrument performance.



REQUEST FOR QUOTATION  
**Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument**

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**3.1.2 Workstation and software**

**3.1.2.1** Data station with windows based operating system capable of multitasking allowing data processing and data acquisition simultaneously.

**3.1.2.2** Operating system must be fully integrated to control LS/MS/MS.

**3.1.3 Shipping, Installation, Validation, Warranty, Training and Service**

**3.1.3.1** Vendor must be on-site for delivery and perform the installation (labor and supplies included) of the LCMSMS.

**3.1.3.2** The vendor must provide a written validation of the instrument's performance after installation.

**3.1.3.3** Vendor will provide a full one-year parts and labor warranty on all items, including 2 preventative maintenances.

**3.1.3.4** Vendor must be able to perform resolutions to service requests within 72 hours which includes on-site resolutions.

**3.1.3.5** Vendor will provide on-site training (labor and non-consumable supplies included) for all instruments and software.

**3.1.3.6** Vendor will provide copies of all system manuals (operations, training, technical, service, maintenance).

**4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by placing all inclusive information in each column for item number, model/brand name, unit price and extended amount. There should be a price for the LCMSMS, workstation, software, printer, shipping/inside delivery, installation, validation, warranty, training and service. If there is no charge for any deliverable, indicate in the cell with "no charge". The bidder/vendor information must be completed and include an authorize signature. 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.

REQUEST FOR QUOTATION  
Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument

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**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor should ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 313 Gus R. Douglass Lane, Charleston, WV 25312.

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

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

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

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall



REQUEST FOR QUOTATION  
**Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument**

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be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

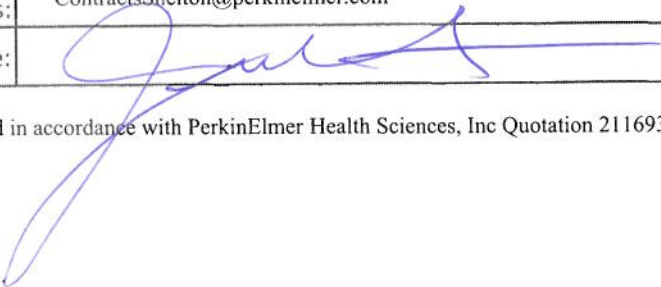
**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

**8 FACILITIES ACCESS:** Performance of Services will require access to the facility.

- 8.1** Vendor must identify principal service personnel who will be asked for identification upon entrance to the facility.
- 8.2** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 8.3** Vendor shall inform all staff of Agency's security protocol and procedures.

PRICING PAGE

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
3.1.1 & 3.1.2	LCMSMS, workstation, software, printer	QSight 220, PN BC003382, PerkinElmer	1	\$293,238.11	\$293,238.11
3.1.3	Shipping charges and inside delivery	QSight 220, PerkinElmer	1	\$1,057.60	\$1,057.60
3.1.3	Installation/validation	QSight 220, PerkinElmer	1	-	Included
3.1.3	Training/warranty	QSight 220, PerkinElmer	1	-	Included
3.1.3	Service	QSight 220, PerkinElmer	1	\$4,000.00	\$4,000.00
	Failure to use this form may result in disqualification			GRAND TOTAL	\$298,295.71
	Bidder / Vendor Information				
Name:	PerkinElmer Health Sciences, Inc				
Address:	710 Bridgeport Avenue, Shelton, CT 06484				
Phone:	800-762-4000				
Email Address:	ContractsShelton@perkinelmer.com				
Signature:					

Bid in accordance with PerkinElmer Health Sciences, Inc Quotation 21169369 attached.



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:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

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

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

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

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

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

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

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

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

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

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

**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*.**

- 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: \_\_\_\_\_

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

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

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



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: PerkinElmer Health Sciences, Inc

Authorized Signature: \_\_\_\_\_ Date: 11/14/16

State of Connecticut

County of Fairfield, to-wit:

Taken, subscribed, and sworn to before me this 14<sup>th</sup> day of November, 2016.

My Commission expires August 31, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC Julia A. Hamilton

*Purchasing Affidavit (Revised 08/01/2015)*



Julia A. Hamilton  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
August 31, 2018





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

State of West Virginia  
 Request for Quotation  
 01 -- Agricultural

Proc Folder: 265333

Doc Description: Addendum # 1 - Triple Quad LC/MS/MS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-09	2016-11-17 13:30:00	CRFQ 1400 AGR1700000005	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:  
 PerkinElmer Health Sciences, Inc.  
 710 Bridgeport Ave.  
 Shelton, CT 06484-4794  
 Phone: 800-762-4000

**FOR INFORMATION CONTACT THE BUYER**

Linda Harper  
 (304) 558-0468  
 linda.b.harper@wv.gov

Signature X

FEIN # 04-3361624

DATE November 14th, 2016

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

**ADDITIONAL INFORMAITON:**

Addendum 1 issued for the following reasons:

1. To modify Section 3.1.1.2 of the specifications based on Q.A./14. of vendor questions. Revised specifications attached.
2. To publish the vendor questions with responses.

No other changes.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LCMSMS, Workstation, software, printer	1.00000	EA	\$293,238.11	\$293,238.11

Comm Code	Manufacturer	Specification	Model #
41100000	PerkinElmer Health Sciences, Inc	Meets all	QSight 220, PN BC003382

**Extended Description :**

LCMSMS, Workstation, software, printer per specification 3.1.1 & 3.1.2

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Shipping Charges and inside delivery	1.00000	EA	\$1,057.60	\$1,057.60

Comm Code	Manufacturer	Specification	Model #
78121603	PerkinElmer Health Sciences, Inc	Meets all	QSight 220

**Extended Description :**

Shipping Charges and inside deliver per section 3.1.3

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation/validation	1.00000	EA	-	Included

Comm Code	Manufacturer	Specification	Model #
73171605		Meets all	QSight 220

Extended Description :  
 Installation/validation per section 3.1.3

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Training/Warranty	1.00000	EA	-	Included

Comm Code	Manufacturer	Specification	Model #
73171605	PerkinElmer Health Sciences, Inc	Meets all	Qsight 220

Extended Description :  
 Training/Warranty per section 3.1.3

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Service	1.00000	EA	\$4,000.00	\$4,000.00



Comm Code	Manufacturer	Specification	Model #
73171605	PerkinElmer Health Sciences, Inc	Meets all	QSight 220

Extended Description :  
Service per section 3.1.3

Total amount including freight and discounts: \$298,295.71

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question Deadline 3:00 p.m.	2016-11-04



**SOLICITATION NUMBER: AGR1700000005**  
**Addendum Number: 1**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum 1 issued for the following reasons:

1. To modify Section 3.1.1.2 of the specifications based on Q.A./14. of vendor questions. Revised specifications attached.
2. To publish the vendor questions with responses.

No other changes.

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

**Terms and Conditions:**

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

# ATTACHMENT A

CRFQ AGR1700000005

Vendor Questions

- Q.1. Specification 3.1.1.20 says that the system should come with solvent and column selection. Can you please clarify how many solvents per pump (2, 3, 4, etc.) and how many columns (2, 3, 4, 5, 6, 7, 8, 9, 10, 11, or 12)? Specification 3.1.1.21 mentioned 2 columns, but we want to be certain.
- A.1. 4 solvents per pump preferred and 2 columns
- Q.2. Specification 3.1.1.21 mentioned a column temperature, but no temperature range on the column oven is provided. We offer a heating oven and a heating (ambient up to 85 degrees) and cooling oven (10 degrees below ambient up to 85 degrees). Can you please clarify which you need?
- A.2. 4-90°
- Q.3. Specification 3.1.1.22 mentions a High Performance Liquid Chromatograph with an autosampler. This leads to a series of questions on the configuration:
- a. I assume you want a binary high pressure pump? Or, did you want a quaternary low pressure pump?
    - 3a. quaternary low pressure pump
  - b. What pressure range do you want on the system? We offer standard (6000 psi), mid (9000 psi) and UHPLC (19000 psi).
    - 3b. since systems vary 15,000 to 19,000 psi is acceptable
  - c. Should the autosampler be ambient or Peltier-cooled?
    - 3c. cooled
  - d. Will you be sampling from 2 mL vials, which is typically standard, or do you want to sample from microtitre plates, etc..?
    - 3d. possibly both
  - e. How many vials do you want your autosampler to hold? Shimadzu offers 100 and 324 2 mL vial options.
    - 3e. 48 vials or more
  - f. Do you want the HPLC to include a traditional HPLC detector (such as a photo diode array) inline to help with troubleshooting and method development?
    - 3f. yes
  - g. 3f. yes

- Q.4. There is no mention of a Nitrogen or Air generator, and this will be necessary to run any LC/MS/MS. Should this be included on the bid, or should just the specifications be included as per 3.1.1.25?
- A.4. Do not include in bid
- Q.5. There is no mention of a UPS on the bid. This is highly recommended to protect the turbomolecular pump and deliver a stable source of power to the instrument. Should this be added?
- A.5. Do not include in bid
- Q.6. Section 3.1.3.4 refers to response time for service requests. Does this refer to requests under warranty or post warranty? Also, is there a requirement for post warranty contractual support pricing for this solicitation?
- A.6. This refers to any service when the instrument has failed and the laboratory cannot process samples. The best response time is critical to the laboratory to maintain production, therefore, a 72 hour resolution to service requests is critical.
- Q.7. Is the lab that is interested in purchasing an LCMS system interested or currently running any regulated EPA, FDA, or USDA LCMS Methods and if so which method numbers are being analyzed?
- A.7. Multiple methods from the EPA, FDA, USDA, FERN, AOAC are being ran or are intended to be ran.
- Q.8. Would they be able to outline which pesticides, herbicides, toxins, and drugs they would like analyze with the LCMS/MS system and what limits of detection and quantification they need for their work?
- A.8. The laboratory will test an array of substances that are of concern under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). In addition, two specific methods are of current interest – USDA FSIS CLG.TOX 001 and TOX 002 which screen for drugs, pesticides and poisons.
- Q.9. Would they be able to outline a specific LCMS method that requires a flow rate of 3 mL/min and why this would be more advantageous than a lower flow rate method?
- A.9. No specific LCMS method is referenced. The specification was referring to a loss in sensitivity at different flow rates and anything that meets that requirement or is more sensitive is required.
- Q.10. Are they currently using any sample preparation for the analysis of these components and if they could optimize or potentially eliminate sample prep would that be something they would be interested in doing?
- A.10. It is dependent upon the official method. If the method dictates the sample preparation, then the laboratory will have to follow it. Some preparations can be eliminated if the laboratory validates



the method. Also changes in methods that are validated will have to be approved by our customers before a validation is performed.

- Q.11. Would they be able to outline a specific LCMS method that requires a scan rate of 30,000 Da/sec and how is this advantageous?
- A.11. No specific LCMS method is referenced, however the laboratory will be performing method development and will be comparing if the chromatographic resolution is better with the higher scan rates.
- Q.12. How does size of the LCMS solution they are looking to obtain affect their decision? If they could get a small footprint LCMS system would that add value to the work they do?
- A.12. If all the specifications are met in the RFQ, the size could be something that would determine an award of the bid.
- Q.13. We would like to be able to propose suggestion exceptions to terms and conditions with a mutual negotiation and agreement. Will you allow this should we be awarded the bid or will you disqualify us? Bid states "may" result in disqualification but we would like to attempt to negotiate if possible.
- A.13. Suggested exceptions should be submitted and will be reviewed for acceptance. Certain State of West Virginia terms and conditions are non-negotiable.
- Q.14. Can you clarify the need and importance for the spec listed in 3.1.1.2? I don't see how it applies to the real world applications. We have canned methods for all of the applications in question and none require this functionality.
- A.14. There is an error in the specification 3.1.1.2. It should state "dual ion sources that operate independently which can be set to electrospray ionization (ESI) or atmospheric pressure chemical ionization (APCI). A copy of the revised specifications attached.

REQUEST FOR QUOTATION  
Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for the one time purchase of a **Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, shipping, installation, validation, warranty, training, and service.**
  
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 “APCI” means atmospheric pressure chemical ionization.
  - 2.2 “Contract Services” means the LC/MS/MS with inside delivery, installation, validation, warranty, and training.
  - 2.3 “ESI” means electrospray ionization.
  - 2.4 “FG” means femtogram.
  - 2.5 “Installation” means unpacking and setting instrumentation in place with all connections secured for the instrument(s) to be in working order including software installation on the computer connected to the instrument.
  - 2.6 “LC/MS/MS” means Liquid Chromatography Triple Quadrupole Mass Spectrometer.
  - 2.7 “MRM” means multiple reactions monitoring.
  - 2.8 “MSMS” means tandem mass spectrometry.
  - 2.9 “Pricing Page” means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.10 “Service” means performing routine maintenance work or repair to the instrument or software.
  - 2.11 “SIM” means selected ion monitoring
  - 2.12 “S/N” means signal noise.

REQUEST FOR QUOTATION  
Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument

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- 2.13 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.14 **“Training”** means teaching staff how to use and maintain the instrument and software.
- 2.15 **“Validation”** means is the process used to confirm that the analytical procedure employed for a specific test or matrices is suitable for its intended use.
- 2.16 **“Warranty”** means the written warranty of the manufacturer of a new instrument of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under that warranty.

**3. GENERAL REQUIREMENTS:**

- 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below for the **Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS)**.

**3.1.1 Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS)**

- 3.1.1.1 Must be capable of detecting a variety of analytes including pesticides, herbicides, toxins, and drugs in matrices such as foods, soil, vegetation, animal feed, and water.
- 3.1.1.2 MSMS must have dual ion sources that operate independently which can be set to electrospray ionization (ESI) or atmospheric pressure chemical ionization (APCI). The instrument must enable combinations such as ESI/APCI, ESI/ESI, APCI/APCI with the same or opposite polarities without having to remove the sources to switch modes.
- 3.1.1.3 Minimum sensitivity requirement for positive ion mode: signal/noise (S/N) 2000:1 25 femtograms (fg) of reserpine on column. Minimum sensitivity requirement for negative ion mode: signal/noise (S/N)>2000:1, 25 femtograms (fg) of chloramphenicol on column.
- 3.1.1.4 The source probes must be easy to remove without the use of tools.
- 3.1.1.5 Ion source must have flat response across flow rate up to 3 milliliters per minute without loss of sensitivity.



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- 3.1.1.6 Capable of switching between rapidly between positive and negative ion detection without high voltage switching.
- 3.1.1.7 Acquisition modes: Q1 scan, Q2 scan, multiple reactions monitoring (MRM), selected ion monitoring (SIM), Neutral Loss scans, Product Ion, Precursor Ion, Time managed MRM
- 3.1.1.8 Minimum mass range requirement: 5-1500 mass to charge ratio (m/z)
- 3.1.1.9 Mass stability required: 0.05 atomic mass unit (amu) in 24 hours
- 3.1.1.10 Mass accuracy needed: minimum 0.1 unit across mass range
- 3.1.1.11 Scan speed:  $\leq 30,000$  daltons per second (da/s)
- 3.1.1.12 Quad resolution: unit, low and high, minimal sensitivity loss at 0.1 Daltons resolutions
- 3.1.1.13 Polarity switching time:  $\leq 15$  milliseconds
- 3.1.1.14 Dynamic range: 6 orders
- 3.1.1.15 Dual source switching speed:  $< 20$  milliseconds
- 3.1.1.16 Minimum multiple reactions monitoring (MRM) Dwell Time: 1 millisecond
- 3.1.1.17 MRM transitions: 450 per time segment  $> 40,000$  ion transactions per method
- 3.1.1.18 Must have high selectivity mass filter at 0.3 Daltons. Signal loss must not be more than 10%.
- 3.1.1.19 For minimal tuning during method development and minimal maintenance of the ion path, the LC/MS/MS utilizes Hot Source Induced Desolvation interface to the mass analyzer by patented Laminar Flow Ion Guide using gas flow
- 3.1.1.20 High performance liquid chromatograph capable of solvent and column switching without user intervention
- 3.1.1.21 High performance liquid chromatograph capable of regulating column temperature of at least 2 different columns
- 3.1.1.22 High performance liquid chromatograph with an autosampler
- 3.1.1.23 The LC/MS/MS instrument must be fully automated for analysis with a system controller that is loaded with the necessary software.
- 3.1.1.24 The LC/MS/MS must include a maintenance kit.
- 3.1.1.25 Vendor must provide documentation for recommended environmental conditions, electrical requirements, gas requirements, or any other factor that would affect instrument performance.



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**3.1.2 Workstation and software**

**3.1.2.1** Data station with windows based operating system capable of multitasking allowing data processing and data acquisition simultaneously.

**3.1.2.2** Operating system must be fully integrated to control LS/MS/MS.

**3.1.3 Shipping, Installation, Validation, Warranty, Training and Service**

**3.1.3.1** Vendor must be on-site for delivery and perform the installation (labor and supplies included) of the LCMSMS.

**3.1.3.2** The vendor must provide a written validation of the instrument's performance after installation.

**3.1.3.3** Vendor will provide a full one-year parts and labor warranty on all items, including 2 preventative maintenances.

**3.1.3.4** Vendor must be able to perform resolutions to service requests within 72 hours which includes on-site resolutions.

**3.1.3.5** Vendor will provide on-site training (labor and non-consumable supplies included) for all instruments and software.

**3.1.3.6** Vendor will provide copies of all system manuals (operations, training, technical, service, maintenance).

**4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by placing all inclusive information in each column for item number, model/brand name, unit price and extended amount. There should be a price for the LCMSMS, workstation, software, printer, shipping/inside delivery, installation, validation, warranty, training and service. If there is no charge for any deliverable, indicate in the cell with "no charge". The bidder/vendor information must be completed and include an authorize signature. 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.

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**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor should ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 313 Gus R. Douglass Lane, Charleston, WV 25312.

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

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

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

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall

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be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**8 FACILITIES ACCESS:** Performance of Services will require access to the facility.

- 8.1 Vendor must identify principal service personnel who will be asked for identification upon entrance to the facility.
- 8.2 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 8.3 Vendor shall inform all staff of Agency's security protocol and procedures.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: AGR1700000005**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

PerkinElmer Health Sciences, Inc

\_\_\_\_\_  
Company

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

11/14/16  
\_\_\_\_\_  
Date

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

Revised 6/8/2012



HUMAN HEALTH

ENVIRONMENTAL HEALTH



IT'S ALL ABOUT  
PEAK PERFORMANCE



Altus™ UPLC®

  
**PerkinElmer**<sup>®</sup>  
For the Better





CHROMATOGRAPHY FOR  
THE WORK YOU DO



# CHROMATOGRAPHY AT A WHOLE NEW LEVEL OF CONFIDENCE

## Altus UPLC



### Food

The Altus™ UPLC® system and Empower® 3 CDS help ensure that your lab can meet rigorous FSA, EFSA, and upcoming FSMA requirements for food safety – and do it with minimal impact to your bottom line. The enhanced performance of this system enables you to detect even trace levels of components better than ever before.

### Environmental

The Altus UPLC® solution delivers powerful integration algorithms that make it fast and easy to detect and integrate even the most challenging chromatograms (those with small or shouldered peaks) by using a curvature approach that's more sensitive than traditional integration. The result? Comprehensive and fully automated integration that enables you to have a real impact on environmental analysis.

### Industrial/Fine Chemicals

Advanced materials and fine chemicals are playing a *growing* part in everyone's lives. And regulations are keeping pace. By helping improve quality, data efficiency, and lab productivity – and by standardizing workflows and platforms – the Altus UPLC® solution can significantly lower your operating costs while enabling you to comply with regulation and red tape. And its improved chromatographic throughput and reduced solvent consumption make the system a true win-win.

## Best-in-class technology for greater insights

The purity and safety of the global food supply. The dangers posed by pollutants and contaminants in our drinking water. The quality and effectiveness of our fine chemicals and polymers. The world is becoming more complex all the time – and so are the challenges you face in your laboratory. Not only are the samples becoming more complex, but so are the guidelines and regulations that govern your lab operations.


For labs with these kinds of complex challenges, there's Altus™ UPLC® – the chromatography platform with best-in-class technology that's already at work in labs the world over, delivering superior performance (with up to nine times the throughput of traditional HPLC systems), optimal efficiency, higher user productivity, and lower consumable costs – and the kinds of insights you've only dreamed about in other chromatography platforms.

And it runs the most respected, comprehensive chromatography data software in the business – the Waters® Empower® 3 CDS – enabling you to take on the most complex samples and the most stringent regulatory requirements, whatever industry you work in.

And best of all, you and your lab benefit from the most trusted, proven – and certified – service and support organization on the planet. So you know that whatever your challenges, you're in good company.

The Altus UPLC® system: This is chromatography that just instills confidence.





# THROUGHPUT OR RESOLUTION? WHY NOT BOTH?

Laboratories looking for a high-throughput, high-resolution answer to traditional HPLC technology need look no further. It's here in the Altus UPLC® system – a real breakthrough in LC particle technology and system design, combining advanced fluidics with sub-2-µm particle columns for extraordinary performance at high pressures, with minimal volumes and optimized flow paths.

## The elite class of LC systems

Whether you're performing routine analyses or developing methods with high reproducibility and low carry-over performance, the Altus UPLC® system combines the flexibility and simplicity of quaternary solvent blending with the flow-through needle injector. So you get the high resolution, sensitivity, and improved throughput you expect from UPLC® type separations, with exceptional reliability and robustness.

## Solving your prep-time issue

AutoBlend™ technology automates the formulation of mobile phases from reservoirs of pure solvents or concentrated stock solutions, reducing prep time significantly. You can take full advantage of the Altus UPLC® system's quaternary blending capabilities, because AutoBlend Plus™ manages pH and ionic strength requirements for the selected mobile phase - automatically.

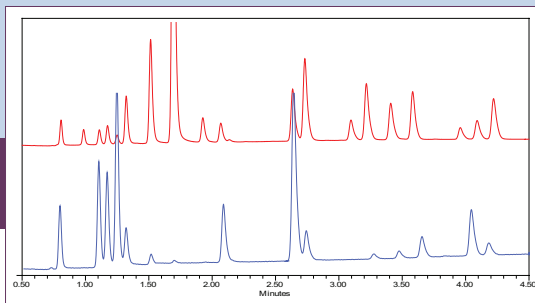
AutoBlend™ technology makes everyday routine analyses easier to manage by reducing the work of preparing complex mobile phases. Plus, you can transfer methods to other laboratories quickly and easily, reducing the possibility of costly and time-consuming errors.

With the Altus UPLC® system, you can achieve UPLC®-quality separations without changing your lab SOPs. The Quaternary Solvent Manager and Sample Manager (SM-FTN) features deliver all the flexibility and usability of HPLC, together with the extremely efficient separations that only UPLC® systems can provide.





Specifically designed for UPLC®, the Altus family of optical detectors deliver outstanding sensitivity and linearity.



The exceptional flow rate and injection precision of the Altus UPLC® is demonstrated by the chromatographic overlay shown above – 10 gradient runs of a 19 PAH standard mixture.



Add the power of mass detection with the Altus SQ detector – also fully controlled by Empower® 3 software.

In addition, your lab benefits from:

- **Multisolvent blending** The solvent select valve provides the capability to expand the D line and add six additional solvent lines, any of which can be used for your quaternary gradient.
- **Direct inject sampling** The needle-inflow path provides precise injections with exceptional sample recovery, with specialized technology that makes sure the needle is accurately sealed, even at high pressure.
- **Next-generation column compartments** Column heaters and managers are standardized with accessible, low-volume, active solvent preheaters, for efficient operation across all your systems. And column preheaters ensure consistent thermal performance, while the fully stackable column module provides an automated column switching capability combined with a temperature range of 4 °C to 90 °C.
- **Managed dwell volume** The Altus UPLC® system's SmartStart® technology automatically manages gradient start time and preinjection steps serially, minimizing cycle times.
- **Full complement of detection modes** UV, PDA, FL, RI, SQ MS – these UPLC®-optimized, low-dispersion detection modes and more enable you to customize your system for whatever work you do.

## Method transfer made easy

With the Altus UPLC® system, it's simple to transfer methods from your current instruments. Just select a column that's comparable to your HPLC column, enter your existing HPLC conditions into the system's UPLC® Columns Calculator, and run.

Choosing the right UPLC® columns and conditions is simple as well, with method transfer guidelines available on the system console.

## The ultimate in high performance

The result is a system that delivers vast improvements in analytical resolution, sensitivity, and throughput. And that means the Altus UPLC® system can help eliminate laboratory bottlenecks, with one system able to accomplish the same amount of work as multiple HPLC systems. And with fewer instruments, you save on energy and solvent consumption with less waste.



# SOFTWARE AND SERVICES THAT BRING IT ALL TOGETHER

## The premier CDS in the business

Empower® 3 software brings all your labs' operations and applications together, enabling you to realize extraordinary results with minimal training, workflow reengineering, or additional software modules to support new instruments or techniques.

Empower® 3 software provides customizable reports, integrated custom fields and calculations, and online help, too, while delivering world-class security and data integrity.

Bottom line, Empower® 3 delivers all the functionality you need, with unique, individualized interface options that are tailored to the individual skill levels of everyone in your lab, whether novice or expert. Simply log in and you're greeted with the interface that's appropriate to your task.

## Workflow-driven, user-centric QuickStart™ interface

The single-window Empower® 3 QuickStart™ interface allows all your users to perform tasks that match their skill level, with no confusion. You can develop new methods, including PDA and MS data extraction, customize reports, manage data, and receive results and notifications by email.

The QuickStart™ interface streamlines the collection, processing, reviewing, and reporting of chromatographic results. Capabilities provided through the interface include:

- Instrument control and data acquisition
- Peak detection (including the ApexTrack™ peak detection algorithm for consistent results)
- Quantitation
- GPC processing and calculations
- Data review
- Data searching
- Mass spectrometry
- Custom reporting

## One software package handles many requirements

Empower® 3 software enables you to manage all the data your instrumentation generates, plus run mission-specific applications, including optional method development and validation, integrated chemical structures, and polymer analysis.

The software features the ApexTrack™ peak detection algorithm, enhancing peak integration capabilities, with exceptional detection of poorly resolved or low-level peaks on noisy or

sloping baselines, you can process data efficiently without manual intervention. It also controls a wide range of multivendor systems, including HPLC, UPLC®, IC, GC, and CE, enabling you to make the most of your CDS technology investment.

## The right accessories, consumables methods, and application support

Whether you're conducting routine raw materials confirmation or performing the most demanding applications, our top priority is to help improve efficiency, control costs, and optimize your analysis. We have the consumables and accessories for applications in atomic spectroscopy, materials characterization, and chromatography and mass spectrometry, and our comprehensive portfolio of solutions is designed to ensure you receive accurate, repeatable results – on time, every time – throughout the lifetime of your instrument.

## Everything you need under one roof

When you engage with us, you're benefiting from multivendor service and support from the absolute best in the business. Thousands of certified technicians in the field, who are familiar with all the techniques you employ. More than 400,000 multivendor assets under our care. And operations in more than 120 countries across the globe.

Analytic method services, asset procurement and disposition, business intelligence, qualification and validation, lab relocation, and, of course, instrument service and repair – all these services and more, plus a deep-seated knowledge of the business requirements of our customers, uniquely qualify us to help empower your science and drive your business.

## UPLC Columns with Automated Identification and Tracking



All our Altus UPLC® columns are specifically designed to help you achieve superior levels of performance from your system. These UPLC® columns allow you to take advantage of both the analytical and productivity gains delivered by sub-2-µm particles. You can choose from ethylene bridged hybrid (BEH), charged surface hybrid (CSH™), or high-strength silica (HSS) technologies to best fit your unique application needs. Altus UPLC® columns also feature a novel integrated serialization device that tracks the serial number, column manufacturing summary, and column usage history. This data is automatically read by the Empower® 3 CDS and recorded with your data for total traceability – and peace of mind.

**Want more from your LC/GC solutions? You're in good company.**

Learn more at: [www.perkinelmer.com/altusuplc](http://www.perkinelmer.com/altusuplc)

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