

25 July 2017

Dept. of Administration

Purchasing Division

Att: Melissa Pettrey

2019 Washington St E

Charleston, WV 25305

07/25/17 12:56:25
WV Purchasing Division

Re: RFQ for Portable X-Ray Fluorescence (XRF) Spectrometer

Dear Sir/Madam

In accordance with the above Solicitation please find below technical capability statement and other relevant documents.

Vanta Comparison to Specification Requirements

3.1.1	<u>Portable X-Ray Fluorescence spectrometer, to be used for the purposes of examining elemental content of rock samples. Samples to be analyzed may occur in a pulverized form or as an intact hand-sample. Portable X-Ray Fluorescence Spectrometer will be used by West Virginia Geological and Economic Survey geoscientists in both laboratory- and field-based applications. The spectrometer must be handheld and portable; dimensions of the spectrometer should be a maximum of 10 inches in length with a maximum weight of 3-4 pounds, the outer body of the spectrometer, manufactured from a high-density plastic/polymer material, should be able to withstand a variety of ambient conditions.</u>	<u>The Vanta instrument a field portable XRF with Silicon Drift detector. It is 3.75lbs with the battery installed (3.25lbs without). It is 9.5 inches in length. The Vanta is a rugged instrument build to withstand the harsh field environments. It is IP65 rated against dust and water and is drop tested against Military Standard 810-G a 4 foot drop test. It is the only field portable XRF to meet both these standards for field durability.</u>
3.1.1	<u>Portable X-Ray Fluorescence (XRF) spectrometer must be able to display data in real time as well as store the information to an internal data disk or similar internal storage device. The portable spectrometer must be equipped with a carry-case and powered by a battery (lithium-ion or similar) and accompanied by a battery charger. In addition, the following specifications are required:</u>	<u>The Vanta has 4GB internal storage as well as microSD slot for expandable storage. Includes two 14.4 V Li-Ion batteries, battery charger, carrying case and charging station.</u>
	<u>Accuracy of 90% or greater, demonstrated by repeated testing of multiple samples and double-verified by comparison to at least one standard geochemical analysis, such as ICP-MS or INAA</u>	<u>Meets requirement.</u>
	<u>Measurement time between 90-120 seconds</u>	<u>Meets requirement.</u>
	<u>Detection of Rare Earth elements, including Ce, La, Y, Nd, Sm and Pr</u>	<u>Meets requirement.</u>
	<u>Light element detection, including Si, Al, Mg, S</u>	<u>Meets requirement.</u>
	<u>Ability for end-users to create and insert custom primary beam filters into the unit</u>	<u>Included 8 position auto selected beam filters per analysis mode. Filters are fixed to preserve the units durability against ingress from dust and moisture.</u>

	<u>Manually selectable collimators</u>	<u>Meets requirement. 3mm and 8mm selectable collimator. Includes aiming camera for collimator reference position.</u>
<u>3.1.1</u>	<u>Portable X-Ray Fluorescence (XRF) spectrometer must be compatible with field conditions. Field work is conducted outdoors. The unit must be able to function in situations where ambient air temperature ranges from 32 to 90 Fahrenheit. The unit must also be able to function in the presence of precipitation.</u>	<u>Vanta is rated for a temperature range from 14F to 122F. Vanta is a rugged instrument build to withstand the harsh field environments. It is IP65 rated against dust and water and is drop tested against Military Standard 810-G a 4 foot drop test. It is the only field portable XRF to meet both these standards for feild durability.</u>
<u>3.1.1</u>	<u>Portable X-Ray Fluorescence (XRF) spectrometer should meet or exceed the following minimum limits of detection (LOD) for trace elements of interest: Yttrium (Y): 10ppm; Lanthanum (La): 50-100 ppm; Cerium (Ce): 50-100 ppm; Neodymium (Nd): 50-100 ppm</u>	<u>Vanta 120 seconds LODs: Yttrium (Y): 1-2ppm; Lanthanum (La): 30-50 ppm; Cerium (Ce): 45-60 ppm; Neodymium (Nd): 75-100 ppm</u>
<u>3.1.1</u>	<u>Portable X-Ray Fluorescence (XRF) spectrometer must be covered under an extended warranty agreement for a minimum of one year beyond the time period offered in the manufacturer's standard warranty.</u>	<u>Manufacturers standard warranty is 2 years. 3rd year coverage will be extended at no charge.</u>

If you should have any questions or require further information on our products please feel free to contact my Technical Sales Representative John Hudson at 804-296-0311 or via email john.hudson@olympus-ossa.com.

Regards,

Gabriella Holguin
Contract Specialist
781-419-4851



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

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 329332

Doc Description: RFQ FOR PORTABLE X-RAY FLUORESCENCE (XRF) SPECTROMETER

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
2017-07-18	2017-07-25 13:30:00	CRFQ 0306 GEO1800000001	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:

Olympus America Inc.
 48 Woerd Ave.
 Waltham, MA 02453
 Toll free: 1-800-225-8330

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN # 11-2416961

DATE 7/25/17

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

ADDITIONAL INFORMATION:

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Geological and Economic Survey to establish a contract for the one-time purchase of a portable X-Ray Fluorescence (XRF) Spectrometer per the bid requirements, specifications, and terms and conditions that are a part of this solicitation and attached hereto.

INVOICE TO		SHIP TO	
GEOLOGICAL & ECONOMIC SURVEY 1 MONT CHATEAU RD		GEOLOGICAL & ECONOMIC SURVEY 1 MONT CHATEAU RD	
MORGANTOWN	WV26508	MORGANTOWN	WV 26508
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	PORTABLE X-RAY FLUORESCENCE (XRF)	1.00000	EA	Price Breakdown located QT-U1174653	\$30,735.70

Comm Code	Manufacturer	Specification	Model #
41100000			

Extended Description :

PORTABLE X-RAY FLUORESCENCE (XRF) SPECTROMETER

GEO1800000001	Document Phase Draft	Document Description RFQ FOR PORTABLE X-RAY FLUORESCENCE (XRF) SPECTROMETER	Page 3
---------------	--------------------------------	--	---------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: 07/20/2017 @ 9:00 A.M. EST

Submit Questions to: Brittany Ingraham

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: brittany.e.ingraham@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:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 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 of 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 _____ 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: 07/25/2017 @ 1:30 P.M. EST

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

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section 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. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

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

10. 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.

Olympus is merely a supplier of goods and not a subcontractor (NOTE: even if Olympus is installing the equipment, that work is merely incidental to the purchase of the goods).

11. 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.

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

Failure to reject any delivery within thirty (30) days of receipt shall constitute acceptance of that delivery and shall be deemed a waiver of any other right to reject or revoke acceptance

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. 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. Payments terms are Net 30.

15. 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.

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

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

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

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

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

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

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

Olympus products meet federal and state legal requirements as required for Olympus products to be marketed throughout the United States. It is neither feasible nor reasonable to expect that Olympus is aware of unique local requirements

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

Olympus' Limited Warranty, a copy of which is attached hereto and incorporated herein by this reference, shall apply

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

30. 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.

31. 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>.

32. 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.

33. 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.

No rights to any intellectual property residing in the products, software, documentation, or any data furnished hereunder are granted except the right to use such intellectual property only in the use of Olympus products

34. 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.

35. 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.

36. 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.

37. 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.

Olympus' Infringement Indemnity, a copy of which is attached hereto and incorporated herein by this reference, shall apply

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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.

Ken Shackleton
(Name, Title)

Ken Shackleton - Contract Operations, Supervisor

(Printed Name and Title)

48 Woerd Ave.

(Address)

P: 781-419-3900, F: 781-419-3980

(Phone Number) / (Fax Number)

contracts@olympus-ossa.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.

Olympus America Inc.

(Company)

Ken Shackleton

(Authorized Signature) (Representative Name, Title)

Ken Shackleton - Contract Operations, Supervisor

(Printed Name and Title of Authorized Representative)

7/25/17

(Date)

P: 781-419-3900, F: 781-419-3980

(Phone Number) (Fax Number)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Geological and Economic Survey to establish a contract for the one-time purchase of a portable X-Ray Fluorescence (XRF) spectrometer
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means a handheld, portable, X-Ray Fluorescence (XRF) spectrometer as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Al”** means the element Aluminum, atomic number 13
 - 2.5 **“Ce”** means the element Cerium, atomic number 58
 - 2.6 **“Collimator”** means a device that narrows a beam of particles or waves
 - 2.7 **“ICP-MS”** means Inductively Coupled Plasma – Mass Spectrometry. Samples are introduced into an argon plasma as aerosol droplets. The plasma dries the aerosol, disassociates the molecules, and then removes an electron from the components, thereby forming singly-charged ions, which are directed into a mass filtering device known as the mass spectrometer.
 - 2.8 **“INAA”** means Instrumental Neutron Activation Analysis. Samples are encapsulated and irradiated in a nuclear reactor. After a suitable decay, samples are measured for the emitted gamma ray fingerprint
 - 2.9 **“La”** means the element Lanthanum, atomic number 57
 - 2.10 **“LOD”** means limit of detection, the lowest quantity or concentration of a substance that can be reliably detected with a given analytical method
 - 2.11 **“Mg”** means the element Magnesium, atomic number 12
 - 2.12 **“Nd”** means the element Neodymium, atomic number 60

REQUEST FOR QUOTATION
Portable X-Ray Fluorescence (XRF) Spectrometer

- 2.13 "ppm" means concentration measured in parts per million
- 2.14 "Pr" means the element Praseodymium, atomic number 59
- 2.15 "S" means the element Sulfur, atomic number 16
- 2.16 "Si" means the element Silicon, atomic number 14
- 2.17 "Sm" means the element Samarium, atomic number 62
- 2.18 "Y" means the element Yttrium, atomic number 39

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Portable X-Ray Fluorescence spectrometer, to be used for the purposes of examining elemental content of rock samples. Samples to be analyzed may occur in a pulverized form or as an intact hand-sample. Portable X-Ray Fluorescence Spectrometer will be used by West Virginia Geological and Economic Survey geoscientists in both laboratory- and field-based applications. The spectrometer must be hand-held and portable; dimensions of the spectrometer should be a maximum of 10 inches in length with a maximum weight of 3-4 pounds. The outer body of the spectrometer, manufactured from a high-density plastic/polymer material, should be able to withstand a variety of ambient conditions.

3.1.1. Portable X-Ray Fluorescence (XRF) spectrometer must be able to display data in real time as well as store the information to an internal data disk or similar internal storage device. The portable spectrometer must be equipped with a carry-case and powered by a battery (Lithium-ion or similar) and accompanied by a battery charger. In addition, the following specifications are required:

- Accuracy of 90% or greater, demonstrated by repeated testing of multiple samples and double-verified by

REQUEST FOR QUOTATION
Portable X-Ray Fluorescence (XRF) Spectrometer

comparison to at least one standard geochemical analysis, such as ICP-MS or INAA

- Measurement time between 90-120 seconds
- Detection of rare earth elements, including Ce, La, Y, Nd, Sm and Pr
- Light element detection, including Si, Al, Mg, S
- Ability for end-users to create and insert custom primary beam filters into the unit
- Manually selectable collimators

3.1.1. Portable X-Ray Fluorescence (XRF) spectrometer must be compatible with field conditions. Field work is conducted outdoors. The unit must be able to function in situations where the ambient air temperature ranges from 32° to 90° Fahrenheit. The unit must be able to function in the presence of precipitation.

3.1.1. Portable X-Ray Fluorescence (XRF) spectrometer should meet or exceed the following minimum limits of detection (LOD) for trace elements of interest: Yttrium (Y): 10 ppm; Lanthanum (La): 50-100 ppm; Cerium (Ce): 50-100 ppm; Neodymium (Nd): 50-100 ppm.

3.1.1. Portable X-Ray Fluorescence spectrometer must be covered under an extended warranty agreement for a minimum of one year beyond the time period offered in the manufacturer's standard warranty.

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 completing Exhibit A (Price Quotation Response). Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment terms are Net 30.

6. DELIVERY AND RETURN: Olympus' Return Goods Policy, a copy of which is attached hereto and incorporated herein by this reference, shall apply

6.1 Shipment and Delivery: Vendor shall deliver the Contract Items within ten (10) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1 Mont Chateau Road, Morgantown, WV 26508, Monday through Friday, 8 a.m. to 5 p.m. Delivery date is 45-60 days ARO.

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. Olympus' Return Goods Policy, a copy of which is attached hereto and incorporated herein by this reference, shall apply.

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

REQUEST FOR QUOTATION
Portable X-Ray Fluorescence (XRF) Spectrometer

be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

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

7.1.1 ~~Failure to provide Contract items in accordance with the requirements contained herein.~~

7.1.2 ~~Failure to comply with other specifications and requirements contained herein.~~

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.~~

Buyer acknowledges and agrees that Olympus shall not be responsible for any damages that Buyer may incur from delayed shipment, product failure, product design or production or from any other cause, whether liability is asserted in contract or tort (including negligence and strict product liability). IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR LOSS OF USE

Exhibit A - Pricing Page

Portable X-Ray Fluorescence Analyzer

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	LUMP SUM PRICE	EXTENDED PRICE
1	Handheld Portable X-Ray Fluorescence Analyzer Including Extended Warranty.	1	Refer to Quotation No. QT-U1174653 for Price Breakdown.	\$30,576.70
	Total Bid Amount			\$0.00
	*Vendor should not alter pricing page.			Grand Total including shipping charge: \$30,735.70
	*Pricing sheet is an all-inclusive price and must include shipping charges.			\$0.00
	*Contract award will be based on vendor meeting specifications with the lowest GRAND TOTAL price			

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Olympus America Inc.

Authorized Signature: [Signature] Date: 7/25/17

State of Massachusetts

County of Middlesex, to-wit:

Taken, subscribed, and sworn to before me this 25th day of July, 2017.

My Commission expires May 18, 2023

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Exhibit A - Pricing Page

Portable X-Ray Fluorescence Analyzer

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	LUMP SUM PRICE	EXTENDED PRICE
1	Handheld Portable X-Ray Fluorescence Analyzer including Portable Test Stand and Extended Warranty.	1	Please refer to Quotation No. QT-U1174653 for Price Breakdown	\$30,576.70
	GRAND TOTAL		Grand Total including shipping.	\$30,735.70
	*Vendor should not alter pricing page.			
	*Pricing sheet is an all-inclusive price and must include shipping charges.			
	*Contract award will be based on vendor meeting specifications with the lowest GRAND TOTAL price			



Olympus America Inc.
 48 Woerd Ave
 Waltham MA, 02453, United States
 Tel: 800-225-8330
 orders@olympus-ossa.com
<http://www.olympus-ims.com>

Quotation

Quotation #	QT-U1174653
Quote title	Vanta VMR w geo2 + REE
Date	Jul 23, 2017

Bill to:

State of West Virginia, Dept. of Admin.
 Purchasing Division
 2019 Washington St. East
 Charleston, WV 25305, United States

Ship to:

State of West Virginia, Dept. of Admin.
 Purchasing Division
 2019 Washington St. East
 Charleston, WV 25305, United States

Expires	Customer Ref #	Contact Name	Contact Phone	Contact Email	Customer Fax	Ship Via
Oct 21, 2017		Jessica Moore		jmoore@geosrv.wvnet.edu		Best Way/Ground (US)
Payment Terms	Incoterms	Currency	Sales Rep	Sales Rep Phone	Sales Rep Email	
Pending Credit Check	FOB-DEST	U.S. Dollar	John Hudson	+1(804)296-0311	john.hudson@olympus-ossa.com	

Item	P/N	Qty	Description	Tax	Unit Price	Discount	Net Unit Price	Extended Price
Q0201695	VMR-CCX-G2-REE-U	1	Vanta M Series Handheld XRF Analyzer including rhodium (Rh) anode 50 kV X-ray tube, large area SDD (Silicon Drift Detector), In-line camera for aiming and 3mm X-ray spot collimation. Primary Method: 2 Beam GeoChem Calibration with REE for Vanta M Series, Rhodium Tube Analyzers. Dual beam Fundamental Parameter algorithm optimized for achieving lowest Limit of Detection (LOD) for exploration samples as well as percent level grade control. Mg, Al, Si, K, Ca, S, P, Ti, Cr, Mn, Fe, Co, Ni, Cu, W, Zn, Ta, Hg, As, Pb, Bi, Se, Th, U, Rb, Sr, Y, Zr, Nb, Mo, Ag, Cd, Sn, Sb. Adds La, Ce, Nd, Pr, Ba. Accessories include Docking Station, sealed rugged carrying case, 2 Li-Ion batteries, USB cable, USB storage with PC Software, 10 spare analysis windows, wrist strap and power supply, with USA power cord. Lead Time : 20 business day(s)	N	36,000.00	23%	27,720.00	27,720.00
U8020736	Samarium	1	Sm-SAMARIUM Element Addition Lead Time : 15 business day(s)	N	210.00	23%	161.70	161.70
Q8301061	ANI-EXTWARR-VANTA-M-1YR	1	One year extension of the factory warranty for the Vanta M Series XRF Analyzer. Analyzer warranty will be voided if deemed abused or damaged. All newly purchased Vanta Analyzers, Vanta Work Stations, and Vanta Docking Stations are covered under warranty for 2 years including Parts and Labor. Exceptions include batteries and battery chargers which are covered for 30 days, and wireless printers and barcode readers which are covered for 6 months. Analyzer warranty will be voided if the analyzer is deemed abused or damaged.	N	3,500.00	23%	2,695.00	2,695.00



Olympus America Inc.
 48 Woerd Ave
 Waltham MA, 02453, United States
 Tel: 800-225-8330
 orders@olympus-ossa.com
<http://www.olympus-ims.com>

Quotation

Quotation #	QT-U1174653
Quote title	Vanta VMR w geo2 + REE
Date	Jul 23, 2017

Item	P/N	Qty	Description	Tax	Unit Price	Discount	Net Unit Price	Extended Price
			<p>Olympus Scientific Solutions Americas Analytical Instruments True Protection Plan: 12 month coverage plan for the VANTA M Series Model for any damage to the instrument including the X-Ray tube and detector caused by accidental drops, wear and tear, sharp objects, moisture, or chemical exposure. The plan also includes a guaranteed loaner instrument of equal performance within 48 hours after the damaged instrument is returned for repair and direct e-mail notification from Olympus Scientific Solutions America when software updates are available for covered instruments.</p> <p>Cover your VANTA M Series against accidental damage with an initial fee of \$3995.00 and annual renewals of \$1500.00 over the life of the instrument. Refer to plan documentation available from Olympus Scientific Solutions Americas or your local representative for complete details of coverage and obligations. For a formal quotation of the VANTA along with this plan please request an updated quotation from your local representative.</p> <p>The quotation has been prepared by Monet Deveney. Phone: +17813859200 Email: monet.macgillivray@olympus-ossa.com</p> <p>If you wish to place an order, please send your Purchase Order to orders@olympus-ossa.com</p>					

- Changes, additions or deletions are from this package quotation may cause pricing adjustments.
- Prices quotes are FOB origin and in USD unless otherwise stated in this quotation. Shipping charges will be added to your invoice at the time of shipment. Olympus will prepay and add shipping costs unless your carrier collect account number is provided.
- Orders and warranty for Olympus equipment are accepted based on Olympus terms and conditions. You can view these terms at <http://www.olympus-ims.com/en/terms>.
- Orders received and confirmed for custom manufactured products may not be cancelled or returned without written authorization from Olympus.
- Olympus reserves the right to charge a restocking fee if confirmed order is cancelled or returned.
- Your quotation may be prepared as taxable due to the financial obligations for the state you are located in. If you are tax exempt and need to have tax removed from your quote, please provide your tax exempt form along with your purchase order.

Subtotal :	\$30,576.70
Shipping :	159.00
Tax (0%) :	0.00
Grand Total (USD) :	\$30,735.70

We invite you to share your opinion about our products and service. Please email customerfeedback@olympus-ossa.com with your feedback regarding Olympus

Attachment 1

Olympus' Infringement Indemnity

(a) Should any product supplied hereunder become the subject of a United States patent, copyright, or other intellectual property right infringement suit or proceeding, OLYMPUS will endeavor (at OLYMPUS's option) to: (i) obtain a license that would permit CUSTOMER to continue to use the product, or (ii) modify the product to render it non-infringing, or (iii) refund the product's purchase price to CUSTOMER on a straight-line five-year amortization basis.

(b) OLYMPUS shall defend any suit or proceeding brought against CUSTOMER based on a third party's claim that any product supplied hereunder infringes a United States patent, copyright, or other intellectual property right, provided OLYMPUS is (i) notified promptly in writing of any such claim, (ii) given authority to control fully any such suit or proceeding, and (iii) in receipt of information and reasonable assistance and cooperation from CUSTOMER in preparation of the defense of any such suit or proceeding. Provided CUSTOMER complies with the above requirements, OLYMPUS shall pay all damages, costs, and expenses, including reasonable attorneys' fees of third parties (excluding CUSTOMER and affiliates of CUSTOMER), that CUSTOMER shall be legally required to pay on the basis of such infringement suit or proceeding and shall reimburse CUSTOMER for any authorized expense it incurs at OLYMPUS's written request.

(c) Notwithstanding subsections (a) and (b) hereof, OLYMPUS shall not be liable to CUSTOMER to the extent the patent, copyright, or other intellectual property infringement claim is based on or arises out of: (i) the use of equipment or materials not manufactured by OLYMPUS and/or not bearing the "OLYMPUS" brand label; (ii) any product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than OLYMPUS's own authorized service personnel; (iii) failure of CUSTOMER or the end-user to use updated components provided by OLYMPUS for avoiding such infringement; (iv) use of the products in combination with apparatus or software not furnished by OLYMPUS except for those expressly approved in writing by OLYMPUS; (v) processes or methods allegedly performed by the products; (vi) use of the products in the manner for which they were neither designed nor contemplated; (vii) the negligence, omissions, or other misconduct of CUSTOMER; (viii) representations and warranties regarding the products made by CUSTOMER or any agents, salespersons, or representatives of OLYMPUS or CUSTOMER; (ix) a patent, copyright, or other intellectual property right in which CUSTOMER or an affiliate of CUSTOMER has a direct or indirect interest by license or otherwise; or (x) contributory or inducing infringement. THE FOREGOING SETS FORTH CUSTOMER'S EXCLUSIVE REMEDY AND OLYMPUS'S SOLE OBLIGATION WITH RESPECT TO INFRINGEMENT OF ANY PROPRIETARY RIGHT OF ANY OTHER PARTY BY THE PRODUCTS SUPPLIED HEREUNDER. IN NO EVENT SHALL OLYMPUS BE RESPONSIBLE, WHETHER UNDER THIS SECTION, IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES INCURRED BY CUSTOMER, WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

Attachment 2

Olympus' Limited Warranty

OLYMPUS

Olympus America Inc.-Olympus Scientific Solutions Americas ("Olympus") warrants that the enclosed Olympus® microscope(s) and related Olympus® accessories (individually a "Product" and collectively the "Products") will be free from defects in materials and workmanship under normal use and service for a period, beginning from the date of shipment, of (a) **five (5) years for mechanical or optical defects** and (b) **one (1) year for electrical, electronic, or wear-related components**. Notwithstanding the foregoing, see **Annex A** for certain Product warranty periods and terms which differ from the foregoing standard limited warranty periods. If any Product proves to be defective within the relevant warranty periods (as set forth above and on Annex A), the customer must contact Olympus, following the procedure set forth below (see "WHAT TO DO WHEN SERVICE IS NEEDED"). Olympus, at its sole discretion, will repair, replace, or adjust the defective Product, provided that Olympus's investigation and factory inspection disclose that (i) such defect developed under normal and proper use and (ii) the Product is covered under this limited warranty. Repair, replacement, or adjustment of defective Products shall be Olympus's sole obligation and the customer's sole remedy hereunder. The customer is liable and shall pay for shipment of the Products to Olympus. Olympus shall not be obligated to perform preventive maintenance, installation, deinstallation, relocation, or maintenance. Olympus reserves the right to (i) use reconditioned, refurbished, and/or serviceable used parts (that meet Olympus's quality assurance standards) for repairs and (ii) make any internal or external design and/or feature changes on or to its products without any liability to incorporate such changes on or to the Products.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

Excluded from this limited warranty and not warranted by Olympus in any fashion, either express, implied, or by statute, are:

- (a) products not manufactured by Olympus and/or not bearing the "OLYMPUS" brand label (the warranty coverage for products of other manufacturers, which may be distributed by Olympus, is the responsibility of the manufacturers of such products in accordance with the terms and duration of such manufacturers' warranties);
- (b) any Product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus's own authorized service personnel unless repair by others is made with the written consent of Olympus;
- (c) defects or damage to the Products resulting from wear, tear, misuse, negligence, sand, liquids, impact, improper storage, non-performance of scheduled operator and maintenance items, or use of non-Olympus brand accessories, consumables, or supplies;
- (d) software programs; and
- (e) supplies and consumables.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR CONCERNING ANY PATENTS OR TECHNOLOGY USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. ALL GUARANTIES, WARRANTIES, CONDITIONS, AND REPRESENTATIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMER MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPUS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT THE CUSTOMER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN, SELECTION, OR PRODUCTION OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

Representations and warranties made by any person, including but not limited to distributors and representatives of Olympus, which are inconsistent or in conflict with the terms of this limited warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus.

This limited warranty is the complete and exclusive statement of warranty which Olympus agrees to provide with respect to the Products and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the subject matter hereof.

WHO IS COVERED BY THIS LIMITED WARRANTY

This limited warranty is exclusively for the benefit of the original customer and cannot be transferred or assigned.

WHAT TO DO WHEN SERVICE IS NEEDED

Unless otherwise directed by Olympus, Customer shall contact Olympus Technical Assistance Center (TAC) within 30 days of receipt for Original Warranty claims or Out of Box failures: 1-800-446-5967; option 3 & option 2
TAC@Olympus.com

INTERNATIONAL WARRANTY SERVICE

International warranty service is NOT available under this warranty.

IF YOU HAVE QUESTIONS OR NEED HELP

If you have any questions or comments regarding (a) the use or performance of your Products, or (b) your nearest authorized Olympus Distributor, or (c) service performed in the United States which has not been resolved to your satisfaction; write directly to:

Olympus America Inc.
48 Woerd Avenue
Waltham, MA 02453
Attention: Executive Director, Customer Care
800-446-5967 • www.olympusamerica.com

ANNEX A

Systems with an original warranty limited to (a) one (1) year for mechanical or optical defects and (b) one (1) year for electrical, electronic or wear-related components include:

- OLYMPUS Fluoview and MPE
- OLYMPUS VS100 Series
- CellTIRF
- CellVoyager™ 1000
- DSU
- Vivaview
- ZDC

Attachment 3

Olympus' Product Liability Indemnity

(a) OLYMPUS shall defend any products liability suit or proceeding brought against CUSTOMER based on a third party's claim for bodily injury or property damage arising from the products or services provided hereunder, provided OLYMPUS is (i) notified promptly in writing of any such claim; (ii) given authority to control fully any such suit or proceeding; and (iii) in receipt of information and reasonable assistance and cooperation from CUSTOMER in preparation of the defense of any such suit or proceeding. Provided CUSTOMER complies with the above requirements, OLYMPUS shall pay all damages, costs, and expenses, including reasonable attorneys' fees of third parties (excluding CUSTOMER and affiliates of CUSTOMER), that CUSTOMER shall be legally required to pay on the basis of bodily injury or property damage and shall reimburse CUSTOMER for any authorized expense it incurs at OLYMPUS's written request. Notwithstanding the foregoing, OLYMPUS's liability to CUSTOMER or the aforementioned damages, costs, and expenses shall not exceed \$50,000.00 per occurrence and \$250,000.00 for all occurrences combined.

(b) Notwithstanding subsection (a) hereof, OLYMPUS shall not be liable to CUSTOMER to the extent the bodily injury or property damage claim is based on or arises out of: (i) the use of products not manufactured by OLYMPUS and/or not bearing the "OLYMPUS" brand label; (ii) any product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than OLYMPUS's own authorized service personnel; (iii) the negligence, omissions, or other misconduct of CUSTOMER; (iv) representations and warranties regarding the products or services made by CUSTOMER or any agents, salespersons, or representatives of OLYMPUS or CUSTOMER; (v) the improper storage, usage, service, or maintenance of the products; (vi) failure of CUSTOMER or the end-user to use updated components provided by OLYMPUS for avoiding such injury or damage; or (vii) use of the products in a manner for which they were neither designed nor contemplated.

THE FOREGOING SETS FORTH CUSTOMER'S EXCLUSIVE REMEDY AND OLYMPUS'S SOLE OBLIGATION WITH RESPECT TO ANY CLAIMS OF BODILY INJURY OR PROPERTY DAMAGE RELATING TO THE PRODUCTS OR SERVICES SUPPLIED HEREUNDER. IN NO EVENT SHALL OLYMPUS BE RESPONSIBLE, WHETHER UNDER THIS SECTION, IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.



Attachment 4

Olympus' Return Goods Policy

OLYMPUS

This Return Goods Policy sets forth the exclusive terms under which items purchased from Olympus America Inc.'s Scientific Solutions Group ("Olympus") may be returned to Olympus by the purchaser of such items ("Customer").

Definitions

"Repair Fees" means the fees charged by Olympus to defray costs of returning to the manufacturer's specifications goods damaged by Customer.

"Replacement Fees" means the fees charged by Olympus to defray the costs of replacing items missing from the returned goods "standard set" upon return by Customer.

"Restocking Fees" means the fees charged by Olympus to defray the costs and expenses incurred by Olympus in conjunction with the return of goods.

Policy

Customer must complete a written Return Merchandise Authorization ("RMA") document prior to returning any goods to Olympus. RMA's may be requested by contacting Olympus' Customer Service Center. **Olympus will not accept any returns, or issue any credits for returned goods without an RMA.**

All original containers and packing materials must be returned to receive proper credit. Credit or replacement will be given against the Customer's account in Olympus' discretion; no cash refunds will be made. Olympus reserves the right to charge a Repair Fee, Replacement Fee, or Restocking Fee, or any combination thereof, to be determined in Olympus' discretion, based on the condition of the returned goods.

Returns Within 30 Days. If Customer returns goods within thirty (30) days from the date of delivery of such goods, Olympus will issue a credit of 100% of the invoice price for such goods, excluding shipping and handling charges, less applicable Repair or Replacement Fees. Olympus will not charge a Restocking Fee for goods returned within thirty (30) days from the date of delivery.

Returns Beyond 30 Days. Olympus in its discretion may accept returns beyond thirty (30) days from the date of delivery of such goods. Olympus will charge Repair, Restocking, and Replacement Fees, as applicable. Olympus reserves the right to charge a Restocking Fee of 15% of the invoice price for such goods.

Exclusions From Policy

Notwithstanding any other provision of this Return Goods Policy, Olympus will not accept returns in the following circumstances:

- 1) after the expiration date of the limited warranty for any returned goods;
- 2) in the case of goods that are disposable or consumable, where the goods are expired or where their packaging is damaged or opened;
- 3) for discontinued goods, unless the return is completed within thirty (30) days from the date of delivery of such goods; or
- 4) for special production items or custom manufactured goods.

VANTA Specifications

VANTA

Rugged. Revolutionary. Productive.



Vanta™ handheld XRF analyzers are rugged and built for analytically demanding applications in the harshest environments. Vanta analyzers are IP 65* rated for protection against dust and water, are drop tested, and built to withstand a temperature range of -10 °C to 50 °C (14 °F to 122 °F).**

Vanta analyzers provide fast, accurate elemental analysis. Each device features Olympus' new Axon™ technology, a revolution in XRF signal processing that provides accurate, repeatable results for greater productivity and a fast return on investment. Vanta analyzers feature an intuitive interface and application-specific software so new users can work with the device with minimal training. Data is easily exported via Wi-Fi, Bluetooth®, or USB.

The Vanta Series

No matter the model, each Vanta analyzer is engineered for durability and analytical superiority. Olympus manufactures Vanta™ analyzers to suit a variety of applications depending on your needs.

M Series

Our most powerful Vanta analyzers feature exceptional performance to handle the most demanding applications. Each M Series analyzer comes equipped a large-area silicon drift detector, your choice of either a rhodium (Rh) or a tungsten (W) anode, and a 50 kV X-ray tube.

C Series

The C Series combine value with superior speed, limits of detection (LODs), and elemental range. Each C Series analyzer is equipped with a silicon drift detector and your choice of an Rh or W anode 40 kV X-ray tube, or a silver (Ag) anode at 50 kV X-ray tube.

VANTA Specifications

Dimensions (W x H x D)	8.3 cm x 28.9 cm x 24.2 cm (3.25 in. x 11.4 in. x 9.5 in.)
Weight	1.70 kg (3.75 lb) with battery, 1.48 kg (3.25 lb) without battery
Excitation Source	4-Watt X-ray tube with application optimized anode material (rhodium (Rh), silver (Ag), or tungsten (W)) M Series (Rh & W) and C Series (Ag): 8-50 kV C Series (Rh & W): 8-40 kV
Primary Beam Filtration	8-position auto selected filter per beam per mode
Detector	M Series: Large area Silicon Drift Detector C Series: Silicon Drift Detector
Power	Removable 14.4 V Li-Ion battery or 18 V power transformer 100-240 VAC, 50-60 Hz, 70 W max
Display	800 x 480 (WVGA) LCD with capacitive touch-screen supporting gesture control
Operating Environment	Temperature: -10 °C to 50 °C (continuous duty cycle with optional fan) Humidity: 10% to 90% relative humidity non-condensing
Drop Test	Military Standard 810-G 4-foot (1.3 M) drop test
IP Rating	M Series IP 64: dust tight and protected against water splashing from all directions C Series IP 65: dust tight and protected against water jets from all directions
Pressure Correction	Built-in barometer for automatic altitude and air density correction
GPS	Embedded GPS / GLONASS receiver
Operating System	Linux
Data Storage	4 GB embedded storage, micro SD slot for expandable storage
USB	(2) USB 2.0 type A host ports for accessories such as Wi-Fi, Bluetooth®, and USB flash drives. (1) USB 2.0 type mini-B port for connection to computer.
WiFi	Supports 802.11 b/g/n (2.4 GHz) via optional USB adapter
Bluetooth	Supports Bluetooth and Bluetooth Low-Energy via optional USB adapter
Aiming Camera	Full VGA CMOS camera
Panoramic Camera	5-megapixel CMOS camera with autofocus lens

OLYMPUS SCIENTIFIC SOLUTIONS AMERICAS
is certified to ISO 9001, ISO 14001, and OHSAS 18001.

*M Series analyzers are IP 64 rated
** With optional fan. The fan assembly is IP 54 rated. Operates continuously at 33 °C without the fan.
All specifications are subject to change without notice.
All brands are trademarks or registered trademarks of their respective owners and third party entities.
The Bluetooth® word mark and logos are registered trademarks owned by Bluetooth SIG, Inc. and any use of such marks by Olympus Corporation is under license.
Copyright © 2018 by Olympus.

www.olympus-ims.com

OLYMPUS

OLYMPUS CORPORATION OF THE AMERICAS
48 Wood Avenue, Waltham, MA 02453, USA, Tel.: (1) 781-418-9800
12566 Gulf Freeway, Houston, TX 77034, USA, Tel.: (1) 281-922-9300

For enquiries - contact
www.olympus-ims.com/contact-us

