



RECEIVED  
2019 APR 25 AM 9:34  
WV PURCHASING  
DIVISION

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

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

re: CRFQ AGR1900000018

I would like to thank you on behalf of PerkinElmer for the opportunity to provide a response for CRFQ AGR1900000018

We are offering the PerkinElmer QSight 220 LC-MS-MS System along with the other items that you requested as our response to your RFQ. All brochures and Lab prep docs are included. The PerkinElmer QSight 220 LC-MS-MS System meets or exceeds all the specifications detailed in Section 3 of your bid document. Details are below.

Response to bid Specifications and Requirements for Solicitation CRFQ AGR1900000018

The PerkinElmer QSight 220 LC/MS/MS as quoted on our Quotation number 21738160 meets 100% of the Specifications and Requirements under Section 3 "General Requirements" for CRFQ AGR1900000018.

A complete Standard Operating Procedure for the analysis of Pesticides as required in Section 3.1.4 will be provided. This will not simply be an application note but a true "SOP" for sample prep and analysis as per the requirements.

The system will also include dual sources, ESI and APCI, which allows the analysis of the entire Pesticide List (required in this bid) with a single LC/MS/MS. Additional instruments will not be needed for this analysis.

Customers using this system for DAILY PRODUCTION RUNS FOR CANNABIS SAMPLES have gone as long as 18 months between source cleanings. Simply stating that a customer was able to go 6 months without cleaning has no merit if the sample throughput was minimal. Customer/company names will be provided upon request. The 'HSID' feature of this instrument is what allows this capability.

All other items requested are on our quotation.

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

Thank you and best regards,  
*Bob*

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robert.stroyne@perkinelmer.com



**Quotation**

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

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

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

Quotation No.: 21738160  
Quotation Valid To: 06/18/2019  
Quotation Date: 04/19/2019  
Payment Terms: Due Upon Receipt  
Freight Terms: FOB Destination - Frt Quoted  
Ultimate Destination: UNITED STATES OF AMERICA

Telephone No.: 304 558 2208

Fax No.:

Your Reference:

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		CRFQ AGR1900000018 *****			
1	BC004902	<p>QSight 220/LX50 LC/MS/MS Pesticide</p> <p>QSight 220/LX50 LCMSMS Package using PerkinElmer's patented Flow Based Mass Spectrometer System.</p> <p>PerkinElmer's QSight™ LC/MS/MS provides a high sensitivity triple quadrupole solution that enables high levels of efficiency and productivity to meet both standard and regulatory requirements. Coupled with the QSight LX50 UHPLC (ultra high performance chromatography) system, QSight is ideal for a wide range of applications for food, safety, environmental testing and industrial research and analysis.</p> <p>The flow-based QSight system includes a host of unique features that enable better uptime, such as its self-cleaning StayClean™ technology, dual-source ion probes for flexible method development and easy-to-use and learn.</p> <p>The system's dual-source technology has two separate ion inlets that operate independently and can be set in ESI or APCI modes, enabling combinations such as ESI/ESI, ESI/APCI, and APCI/APCI ~ with the same or opposite polarities.</p> <p>Unlike single-source instruments, our dual-source technology enables you to collect data in two complementary modes, maximizing the output from a single injection.</p> <p>Plus, it enables you to employ one probe for tuning and another probe for high flow analysis, giving you the capabilities of two MS systems in one.</p>	1	354,800.00	

**SEND PURCHASE ORDERS TO:**

PerkinElmer Health Sciences, Inc.  
710 Bridgeport Ave.  
Shelton, CT 06484-4794  
Phone: 1-800-762-4000  
Fax: (203) 944-4914  
Email: USInstrumentOrders@perkinelmer.com

SALES REPRESENTATIVE: ROBERT STROYNE  
PREPARED BY: Marion Lindell

THIS QUOTATION IS SUBJECT TO PERKINELMER'S GENERAL TERMS AND CONDITIONS OF SALE LOCATED AT  
<http://www.perkinelmer.com/corporate/policies/>, WHICH IS HEREBY INCORPORATED BY THIS REFERENCE.

TERMS SUBJECT TO CREDIT APPROVAL



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PerkinElmer Health Sciences Inc.  
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 Shelton, CT 06484-4794

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

Quotation No.: 21738160  
 Quotation Valid To: 06/18/2019  
 Quotation Date: 04/19/2019

To: BID CLERK  
 DEPARTMENT OF ADMINISTRATION

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		<p>With its high-energy dynode to attract positive ions, the QSight system's UniField Detector™ causes positive ions to collide with the dynode to form electrons (which cascade into the detector) while negative ions are detected as usual for pulse counting. What we obtain is near-simultaneous detection of positive and negative ions without the need for high-voltage switching. Polarity switching happens in microseconds, limited only by the ion source and ion path polarity switching – not by the detector. The QSight 220/ LX50 LCMSMS Package features Simplicity software to streamline workflow. Source probes coupled to the patented HSID StayClean interface and patented UniField Detector capable of simultaneous +/- detection. Supports flow rates from 5ul to 3 ml/min.</p> <p>Includes all major components to support your LCMSMS workflow:</p> <ul style="list-style-type: none"> <li>- QSight LC Triple Quadrupole MS</li> <li>- ESI &amp; APCI sources</li> <li>- Roughing pump</li> <li>- Infusion kit with syringe pump –</li> <li>- QSight LX50 Solvent delivery Module, UHPLC Pump</li> <li>- QSight LX50 Sample Organizer</li> <li>- QSight LX50 Precision Sampling Module</li> <li>- QSight LX50 Column Module</li> <li>- Simplicity Software Suite (both acquisition and processing)</li> <li>- Computer running Windows 10 operation system</li> <li>- 24 inch Flat Panel LCD</li> <li>- 5 days onsite installation and start up familiarization</li> </ul> <p>Power Requirements: 200-240 V, 50/60 Hz, single phase            Power Cords included: North America, Europe, and UK            Dimensions: Width 50 cm, Depth 50 cm, Height 120 cm            Product Weight: 273 Kg            Warranty: Includes PerkinElmer 1 Year Warranty (non-consumable parts)            Installation: Included            Requires but not included: UPS, N2/zero air gas supplies</p>			
		Sales Discount:		-70,960.00	
				283,840.00	283,840.00
2	BC005487	Region Dependent Kit - North America	1	977.00	977.00



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Quotation No.: 21738160  
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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
3	09991420	Mains Lead USA 2M 125V 16A LINE CORD Suitable for North America.	4	56.00	224.00
4	N2993500	QSight Flow Diverter Valve Sales Discount:	1	2,800.00 -560.00 2,240.00	2,240.00
5	N9306880	Quasar SPP Pesticides Col 100x4.6 mm 2.7 Sales Discount:	1	778.00 -155.60 622.40	622.40
6	N0233045	LCM ADV ONSITE TRAIN 3-DAY 4 SEATS Sales Discount:	1	8,100.00 -810.00 7,290.00	7,290.00
7	BC004850	QSight MSMS Tuning&Maintenance Solutions Chemical standards kit designed to easily optimize system performance through automated tuning routines for calibration and resolution optimization.	1	515.00	515.00
8	BC004852	Parker Balston Nitroflow TG2NA MultiGas The Parker Balston NitroFlow TG2 is a self-contained gas generator that produces up to 80 lpm of pure LCMS grade gases. Designed for the QSight 220, zero air is produced at pressure above 110 psig for Gas1 and Gas2 needs. Nitrogen is produced at pressure above 80 psig for curtain cad gas and exhaust dry air is produced at pressure above 80 psig.  All gases are generated using a combination of a scroll compressor carefully engineered with nitrogen and gas dehydration membranes. The output gases are then purified using a proprietary series of unique purifiers, polishers and getter materials.  This combination of Parker technologies yield the highest performing, most reliable and most quiet integrated TriGas generation system available. Sales Discount:	1	24,300.00           -3,645.00 20,655.00	20,655.00
9	N9306749	ON-LINE UPS @ 5.2 KVA 50/60HZ With the Security Plus Series you get more protection and higher comfort level than you get with most other UPS systems. The Security Plus Series	1	12,500.00	



**Quotation**

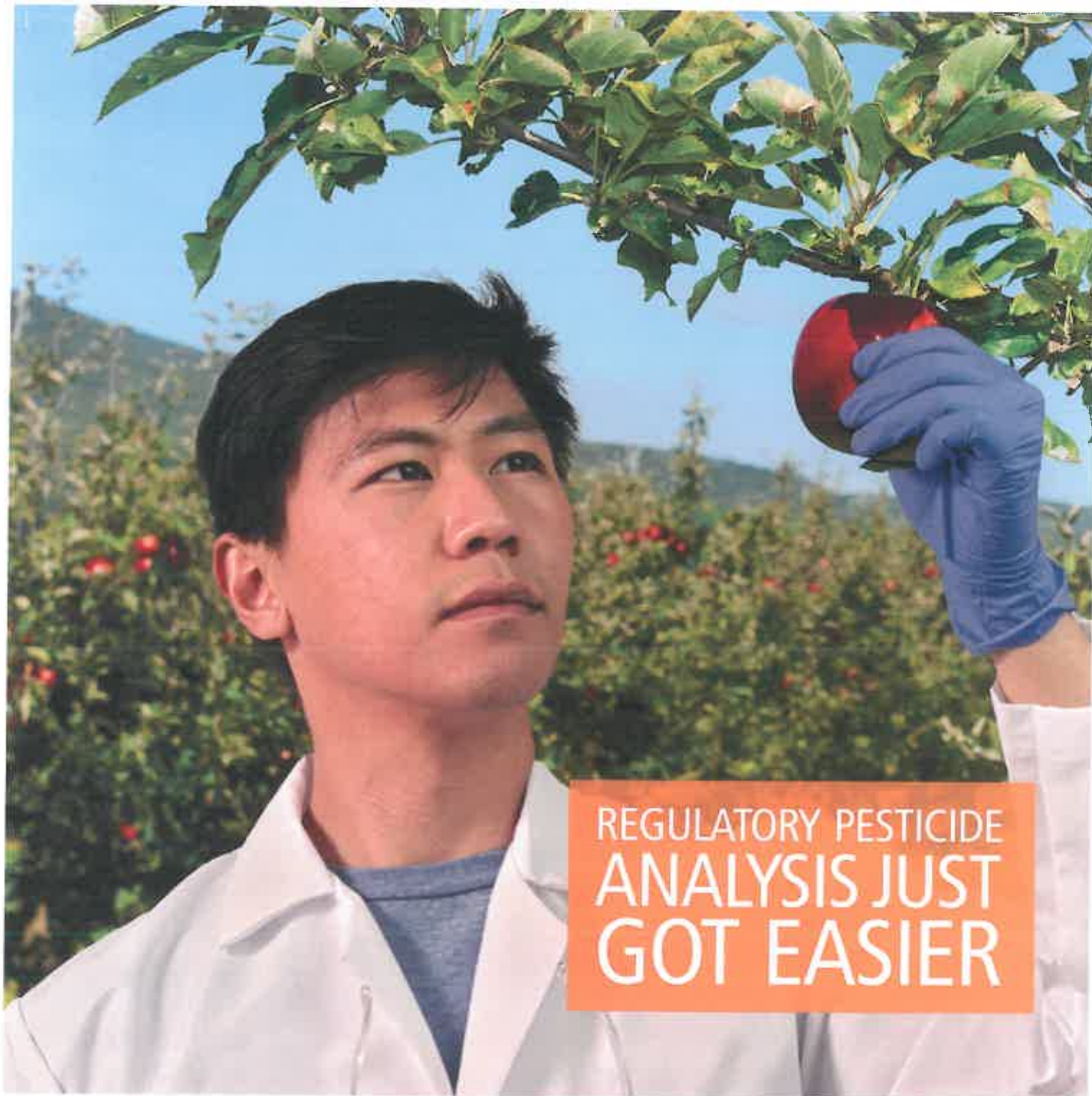
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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		provides complete power conditioning because it features an on-line inverter design. Regardless of input fluctuations, the Security Plus Series ensures that the output remains continuously regulated.			
		Sales Discount:		-1,875.00	
				10,625.00	10,625.00
10	09421085	PRINTER LASER B/W BROTHER HL-5000D 120V	1	505.00	505.00
11	EDC30110	USB Cable, 5 Meters SB2405	1	8.00	8.00
12	REGDELLCM	Regular Delivery	1	2,992.00	2,992.00
13	SDS-IDLCM	Inside Delivery	1	150.00	150.00
14	SDS-ASLCM	Lift Gate Required	1	150.00	150.00
<b>Total Net Price in USD:</b>					<b>330,793.40</b>
<p>For your convenience, most orders placed with PerkinElmer can be easily tracked using our Self Service Portal located at <a href="http://selfservice.perkinelmer.com/">http://selfservice.perkinelmer.com/</a>. Simply enter your sales order number (provided with your order confirmation information) in combination with your purchase order number or postal code, and discover the current status of your shipment!</p> <p>Did you know that you can order selected products online at <a href="http://www.perkinelmer.com/shop?">www.perkinelmer.com/shop?</a></p> <p>The amount displayed does not include tax charges. These charges will be added to the invoice if applicable.</p> <p>* Includes installation and one year warranty (parts, labor and travel).</p> <p>* Please include our quotation number on your Purchase Order for reference.</p> <p>* Terms subject to credit approval.</p>					
<p>_____ ROBERT STROYNE</p>					



REGULATORY PESTICIDE  
ANALYSIS JUST  
GOT EASIER



**QSight Pesticide Analyzer**

  
**PerkinElmer**  
*For the Better*

SENSITIVITY, THROUGHPUT,  
AND PRODUCTIVITY FOR WORLD-CLASS  
PESTICIDE ANALYSIS





# WHAT WOULD YOU DO WITH 15% MORE TIME FOR TESTING?

Lab managers in testing laboratories know the complexity that comes with regulatory pesticide analysis. It's partly the global nature of the food supply: Our tastes are changing and we are now sourcing large quantities of a variety of food products from many countries with varying regulatory limits on pesticides.

To feed the global demand, large scale agriculture often requires spraying of a variety of pesticides to protect crops. Pesticides can adversely affect human health through the food we consume but can also leach into soil and groundwater and impact us through the environment.

To keep up with a complex and constantly changing regulatory environment, your pesticide analysis solution needs to keep up with your burgeoning sample load. And our QSight™ Pesticide Analyzer solution enables you to do just that.

The solution is based on the QSight triple quad LC/MS/MS system, with our QSight LX50 high performance UHPLC front-end. The QSight system doesn't require frequent cleaning as with other triple quad instruments on the market and delivers 15% more uptime – and that can translate to 35 more days of sample testing per year. Plus, it's the most efficient high-sensitivity pesticide analysis solution on the market today.

But best of all, it's a complete pesticide solution, taking you from initial sample prep and extraction to analysis and reporting – all backed by the most knowledgeable service and support organization in the business.

The QSight Pesticide Analyzer solution: Here's where a safe and healthy food supply chain begins.

## THE COMPLETE PESTICIDE ANALYZER

Right from the start, we deliver a complete triple quad solution for routine quantitation – run by technician-level operators who perform analysis, day in and day out.

QuEChERS for Multiple Pesticide Residue Analysis

# 1

We deliver a complete range of extraction and cleanup solutions for fruits and vegetables with or without fats, pigments, or waxes, using AOAC 2007.01 and EN 15662 methodologies.

QSight System with Powerful UHPLC/MS/MS Technology

# 2

The QSight system helps ensure that the food, nutraceuticals, and botanicals we consume are healthy and within regulatory pesticide limits, and that your lab can meet rigorous FSA, EFSA, and FSMA requirements for food safety – with minimal impact to your bottom line.

Simplicity 3Q™ Software with Guided Workflow

# 3

This modular software suite is designed for intuitive, straightforward operation, with wizards guiding you through the workflow – from method development to results processing and reporting.

Global, Application-Specific Service and Support

# 4

When you engage with us, you're engaging with scientists who know your industry, your application, and your methods – and how they drive your business. There's simply no better service and support organization in the business.

# WE MAKE IT EASY TO GO WITH THE WORKFLOW

To analyze more samples and ensure pesticide residues are within regulatory threshold limits, labs need increasingly sensitive triple quad mass spectrometers that deliver lower cost per analysis, higher throughput, and decreased sample prep time.

That's precisely what the QSight Pesticide Analyzer solution provides: It's built to run hundreds of pesticides in one run, with the utmost in sensitivity and efficiency. How efficient? The system saves between two and three workdays per month on cleaning and routine maintenance alone, for an estimated 15% higher throughput than conventional systems. Put that together with fewer wash cycles and reduced complexity for multiplexing, and you've got a system that sets the standard for high-sensitivity pesticide analysis.

## QSight: The heart of a great analyzer

The QSight LC/MS/MS delivers all the functionality you need in a triple quad solution, plus an array of innovations you won't find in competitive systems—all in a compact form factor that doesn't take up much valuable bench space.

The system's StayClean™ technology uses hot-surface-induced desolvation (HSID™), a sampling interface that never needs cleaning, resulting in 15% more uptime than conventional systems. The continuous hot gas acts as a cleaning agent, while charged species are entrained and desolvated in the gas's hot flow, which reduces chemical noise and provides a higher signal-to-noise ratio.

Instrument drift in signal and frequent re-optimization are eliminated with the use of our patented Laminar Flow Ion Guide™, which sits behind the HSID interface. Unlike traditional ion guides, the Laminar Flow Ion Guide is at zero potential and ions are transported by flow, ensuring the highest levels of performance. Together, HSID and Laminar Flow Ion Guide make the QSight a maintenance-free instrument – and that means more analysis and productivity.

## The two-source solution

The QSight system's dual-source configuration can be set in ESI or APCI modes, enabling combinations such as ESI/ESI, ESI/APCI, and APCI/APCI – with the same or opposite polarities. Unlike single-source instruments, our dual-source technology enables you to collect data in two complementary modes, maximizing the output from a single injection. And because you can use one probe for tuning and another for high flow, it's like having two MS systems in one.

## Say goodbye to high-voltage polarity switching

With its high-energy dynode to attract positive ions, the QSight system's UniField Detector™ causes positive ions to collide with a high-energy dynode to form electrons that cascade into the detector, while negative ions are detected as usual for pulse counting. That means near-simultaneous detection of positive and negative ions without high-voltage switching. Polarity switching is limited only by the ion source polarity switching and time of flying through the ion path, not by the detector.



QSight Triple Quadrupole  
LC/MS/MS



## The perfect blend of LC technology and system design

The perfect complement to our QSight MS/MS system, the QSight LX50 UHPLC system delivers all the sensitivity and specificity you require to meet the needs of demanding multipesticide residue analysis. And it delivers advanced fluidics and high-performance separation through analytical columns for exceptional results at high or ultrahigh pressures.

The system delivers three key technologies that help optimize your workflow and enable even higher levels of productivity:

- **Precision Sampling Module** With industry-leading advanced fluidics, the Precision Sampling Module protects samples from degradation and precipitation, delivering accurate, stable temperature that ensures stability and uniform cooling. And its injection-to-injection reproducibility and zero carryover and contamination give you outstanding analytical performance and column life.
- **Solvent Delivery Module** The self-cleaning Solvent Delivery Modules use a rugged linear drive to deliver extremely precise UHPLC gradient changes at 1300 bars. Four pump heads are individually motor-driven and controlled, providing super-accurate flow control and pulse reductions. And the system is self-priming and self-purging in minutes – so your scientists can concentrate on the job at hand.
- **Column Stability Module** The system's Column Stability Module maintains a precise, consistent temperature for the column and mobile phases for reproducible retention times, enhanced selectivity, improved peak shape, and shorter analysis times. And elevated temperatures reduce column back pressure, allowing for higher solvent flow rates regardless of column and particle size.



QSight LX50 UHPLC System

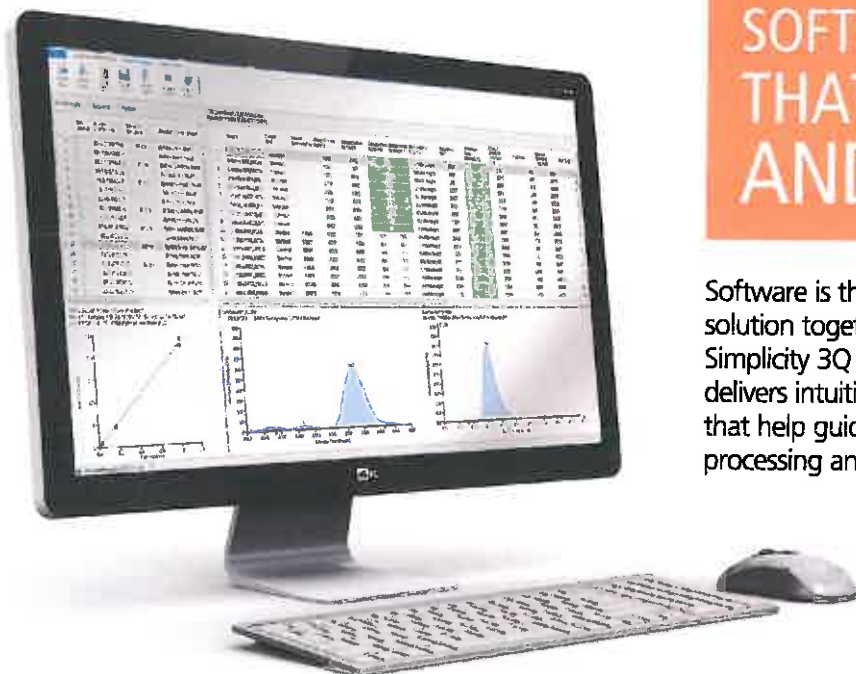
## QuEChERS: Sample prep the easy way

Our Supra-d™ QuEChERS dispersive SPE makes sample preparation a simple, two-step process. It's the platform of choice for sample prep in pesticide analysis, because it eliminates complex liquid extraction methods and extends the range of recovered pesticides. This quick and simple procedure improves lab productivity – and delivers improved accuracy as well. Plus, our Supra-d QuEChERS dispersive SPE extraction and cleanup kits for all QuEChERS methodologies include pre-prepared products for simple, error-free use, and a certificate of quality is included in each kit to ensure high-quality extractions, every time.



Supra-d QuEChERS dispersive SPE

# SOFTWARE AND SERVICES THAT MAKE YOUR LAB AND LIFE SIMPLER



Software is the glue that holds any good pesticide analysis solution together – and that’s the whole idea behind our Simplicity 3Q software. Modular in design, the software suite delivers intuitive, straightforward operation, with wizards that help guide from method development to results processing and reporting. It’s a workflow that really works.

## Simplicity 3Q Acquire Module

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

## Simplicity 3Q Quant Module

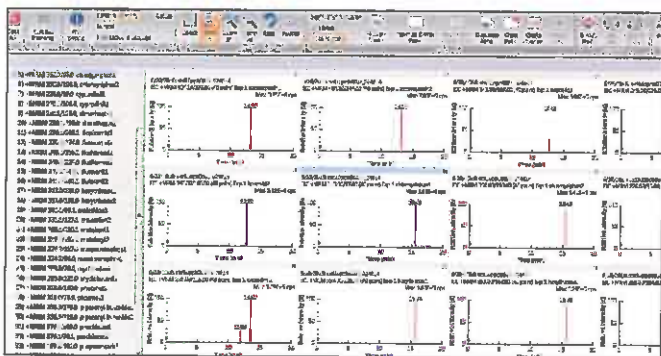
For data analysis and reporting, Simplicity 3Q Quant software uses autopopulation from data acquisition files for an exceptionally fast, smooth, streamlined workflow for high-throughput situations. And with a full-on view of all navigation data, the software’s RapidView Heads-up Display™ lets you concentrate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

## Simplicity 3Q View Module

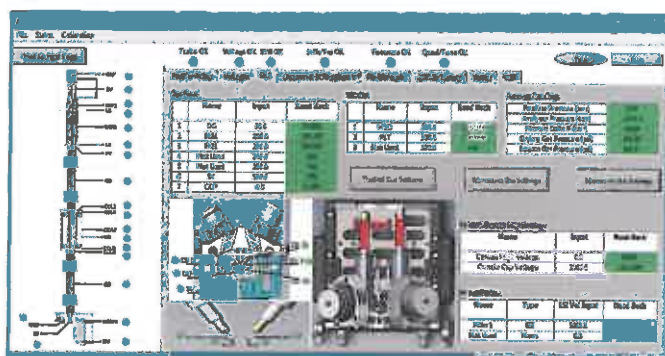
Simplicity 3Q View software delivers flexible multi-analyte viewing, overlay plotting, and signal-to-noise analysis. Plus, it provides total ion currents (TICs) and extracting ion currents (XICs) for data exploration and evaluation.

## Simplicity 3Q Service Module

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



Simultaneous view of several analyte MRMs.



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

## The End-to-End LC/MS/MS for All Your Regulatory Pesticide Analyses

The QSight Pesticide Analyzer system allows you to analyze hundreds of pesticides in a single run, with no instrument-to-instrument method optimization – and because there's no downtime for MS planned cleaning, it can save hardworking labs like yours up to 35 workdays per year.

### And it delivers easy method setup and adoption in the following areas:

- Acidic pesticides in food products
- Carbamate pesticides in food products and beverages
- Organophosphorous pesticides in food products
- Phenyl urea compounds in food products
- Herbicides in water
- Glyphosate and related metabolites in food products
- And much, much more



## OneSource<sup>®</sup>

Laboratory Services

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

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

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# Preparing Your Laboratory

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QSight Triple  
Quadrupole MS

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## Introduction

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

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

## Storage Conditions

It is the Customer's responsibility to store the containers until installation. The environment in the storage area should be between 5 °C and 25 °C (41 °F and 77 °F), 20% to 80% relative humidity, non-condensing and non-corrosive.

## Instrument Identification

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



## Receiving the System

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

## Customer Responsibilities

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

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

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

## Laboratory Supplies

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

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





## PerkinElmer Service Responsibilities

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

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

## Space Requirements

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

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

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

## Physical Specifications

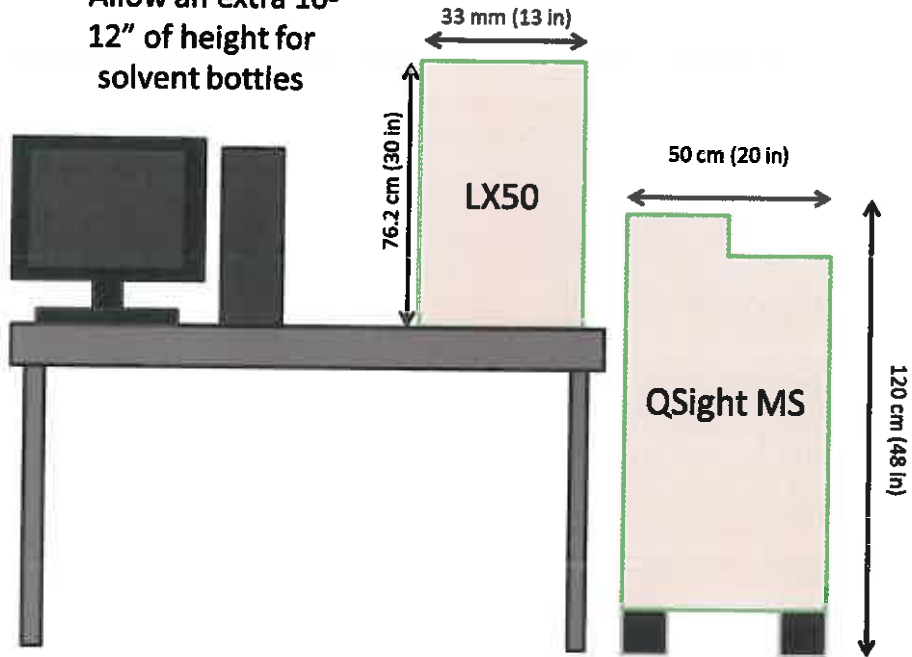
Component	Height	Width	Depth	Weight
QSight MS(on Wheels)	120 cm (48 in)	50 cm (20 in)	50 cm (20 in)	273 kg (600 lbs.)
Rotary Pump	34 cm (13.4 in)	30 cm (11.8 in)	51 cm (20.2 in)	45 kg (100 lbs.)
UPS/Conditioner	72.9 cm (28.7 in)	29.9 cm (11.8 in)	82.9 cm (32.6 in)	157 kg ( 348 lbs.)
TriFlow Nitrogen/Z-Air Generator	85 cm (33.5 in)	115 cm (45.25 in)	53 cm (20.75 in)	194 kg (427 lbs.)
LX50 System (Sampling & Solvent Modules)	30 in (76.2 cm)	13 in (33 cm)	24.4.0 in (62 cm)	103 lb. (47 kg)
Column Temperature Module	24 in (60 cm)	7 in (17 cm)	13.5 in (34.5 cm)	35 lb. (16 kg)



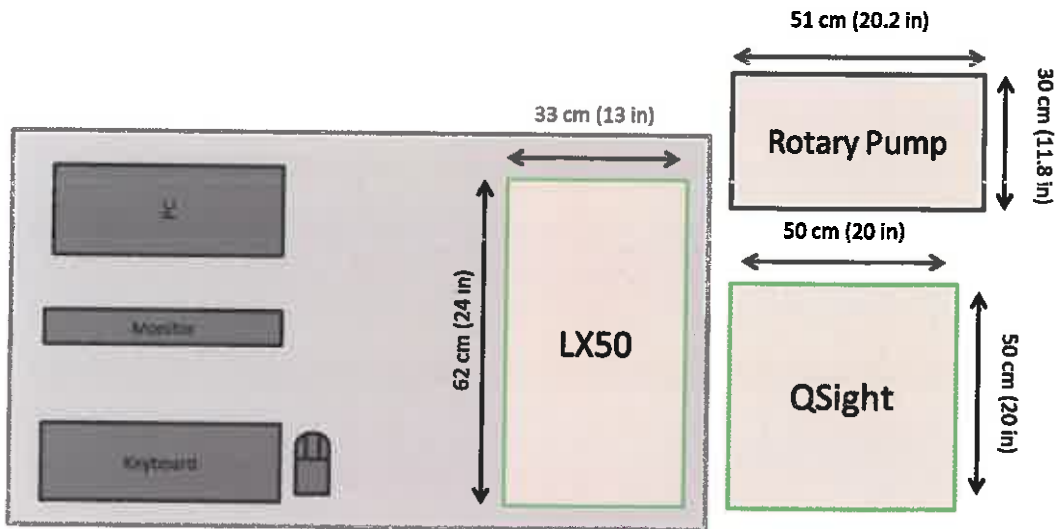
## Configurations

The following configurations demonstrate possible layouts for your laboratory:

\* Allow an extra 10-12" of height for solvent bottles



Front View



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



## Environmental Conditions

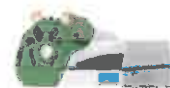
Environmental conditions should be conducive to the operation of the instrument, the rotary vane pump, and the computer, which will be used to operate the system. The following conditions outline the additional heat load that will be produced, as well as the environmental conditions required when the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

### Heat Load Generated

Component	Heat Load (200 Series)	Heat Load (300 Series)
QSight Mass Spectrometer and PC	3.4 kW	3.4 kW
SV40 Rotary Vane Pump	1.9 kW	--
SV120 Rotary Vane Pump	--	2.2 kW
Exhaust Blower	0.16 kW	0.16 kW
Syringe Pump	--	--
PC & Monitor	0.6 kW	0.6 kW
NitroflowTG2NA Parker Gas Generator	3.5 kW	3.5 kW
PowerVar 5.2kVA On-Line Conditioned UPS	5.2 kW	5.2 kW

### Conditions While System is Running

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



## Electrical Needs

Following are the electrical requirements for all the accessories that can come with the QSight instrument. Please review the items you are receiving or have ordered and arrange for the electrical requirements accordingly. If you are ordering the UPS, all accessories will be plugged into UPS except the Gas Generator. When getting a UPS only arrange for the electrical needs of UPS and Gas generator.

	Power Requirements			Power Consumption		Frequency specifications		
	Input Voltage (AC)	Number of Outlets Required	Phase	Power	Maximum kVA	Maximum Continuous Current	Operating Frequency	Allowable Frequency Variance
QSight Instrument	200-240 Volts	1	Single	2.9 kW	2.9 kVA	12 A	50/60 Hz	±1 Hz
Rotary Vane Pump - Leybold (SV40/SV120)	200-240 Volts	1	Single	2.2 kW	2.2 kVA	8.5 A	50/60 Hz	±1 Hz
Exhaust Blower Pump	110/220 Volts	1		0.16 kW	0.16 kVA	1 A	50/60 Hz	±1 Hz
Syringe Pump	110/220 Volts	1					50/60 Hz	±1 Hz
PC & Monitor	110/220 Volts	2	Single	0.6 kW	0.6 kVA	--	50/60 Hz	±1 Hz
NitroflowTG2 NA Parker Gas Generator	208-230 Volts	1	Single	3.4 kW	3.4 kVA	16 A	60 Hz	±1 Hz
	230 Volts		Single	2.9 kW	2.9 kVA	13 A	50 Hz	±1 Hz
UPS PowerVar 5.2kVA **	220 Volts	1		5.2 kW	5.2 kVA	24 A	50/60 Hz	±1 Hz
Ion Bench BCH120-NE78	110/220 Volts	1					50/60 Hz	±1 Hz



## Power Considerations & UPS Requirements

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

If you intend to power the system from an uninterruptible power supply (UPS), the UPS must be capable of delivering 5.2 kVA (50 or 60 Hz).

The UPS must meet the following specifications.

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



## Gas Requirements

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

### Single Source

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

### Dual Source

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

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



## Laboratory Exhaust System

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

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

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

## Optional Customer Accessories

### UPS/Line Conditioner

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

Model	Frequency	Part Number
PowerVar 5.2 kVA On-Line Conditioned UPS	50/60	BC022052-07R

### Gas Generator

Model	Output	Part Number
TriGas Generator	LCMS grade nitrogen @ 80 psig	BC004852 – North America
	LCMS grade Zero Air @ 110 psig	BC004874 - World
	LCMS grade Dry Air @ 80 psig	BC004875 – Japan



## Final Considerations

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

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

### IT Support

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

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

- 1. All users must have read/write access to the 'C:/Users/Public/' root folder and its subdirectories.**
- 2. Windows security settings must be modified in order to avoid unspecified incompatibilities due to automatic software updates.**
  - Automatic Updates must be turned off and set to 'Check for updates but let me choose whether to download and install them'. Please contact IONICS if an update is required for your domain.
  - Java Update settings must be disabled. Disable the 'Check for Updates Automatically' option in the Java Control Panel. Please contact IONICS if an update is required for your domain.
- 3. Windows user settings must be modified to ensure connectivity to the mass spectrometer at all times.**
  - Do not put the computer to sleep. This can be modified in the Power Options of the Control Panel.
  - The user may 'Lock' the computer, if necessary.





## Site Preparation Sign-Off

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

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

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

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

Please sign and date below.

---

**Signature of Responsible Party**

---

**Date**





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: 569939

Doc Description: Addendum No. 1 Triple Quad LC/MS/MS

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
2019-04-18	2019-04-26 13:30:00	CRFQ 1400 AGR1900000018	2

**BID RECEIVING LOCATION**

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

**VENDOR**

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

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 04-33361624

DATE 4/24/19

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

**ADDITIONAL INFORMATION:**

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.  
\*\*\*\*\*

## Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Department of Agriculture to establish a contract for the one time purchase of a Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, nitrogen generator, uninterrupted power supply (UPS), specific test methods, shipping, installation, validation, warranty, training and service per the bid requirements, specifications, terms and conditions attached to this solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LC/MS/MS, Workstation PC, Software, Printer, nitrogen	1.00000	EA	327,501.40	327,501.40

Comm Code	Manufacturer	Specification	Model #
41100000	PerkinElmer	QSight LC/MS/MS + accessories, training, warranty, install, service	

**Extended Description :**

generator, uninterrupted power supply, specific test methods per section 3.1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	shipping charges & inside delivery	1.00000	EA	3,292.00	3,292.00

Comm Code	Manufacturer	Specification	Model #
78121603		NA	

**Extended Description :**

Shipping charges &amp; inside delivery per section 3.1.6

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

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

Comm Code	Manufacturer	Specification	Model #
73171605		* Included in item 1 QSight instrument *	

**Extended Description :**  
 Installation/Validation per section 3.1.6

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Training/warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605		* Included in item 1 QSight instrument *	

**Extended Description :**  
 Training/Warranty per section 3.1.6

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Service	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605		* Included in item 1 QSight instrument *	

**Extended Description :**  
Service per section 3.1.6

<b>AGR1900000018</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 1 Triple Quad LC/MS/MS	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# SOLICITATION NUMBER: AGR1900000018

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as AGR1900000018 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

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

### Description of Modification to Solicitation:

- 1. To publish Vendor questions and Agency responses.**
- 2. Bid opening remains 04/26/2019 @ 1:30 P.M.**

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

### Terms and Conditions:

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

CRFQ AGR1900000018  
Vendor Q&A

**Q1. Bid Instructions:**

11. EXCEPTIONS AND CLARIFICATIONS states that a Vendor can submit exceptions and clarifications to the specifications of the contractual agreement and also states that submission of such may be grounds for disqualification.

As part of a Vendor's Bid Package submission, we would like to request a few additions/ edits to the State's terms and conditions, without being disqualified. Would the State consider without disqualification, a request to include the vendors standard terms of service ( if you need them), reference to the commercial EULA's included by clickwrap, the manufacturer's commercial warranty as the governing warranty and in addition to the State's, and a commercially reasonable limitation of liability for (i) consequential damages, (ii) indemnification for direct damages for personal injury and death or persons, and damage to property and (iii) IP infringement for the manufacture and state of subject products and reasonable remedies?

We will provide the details of these requested changes in our submission but seek your approval in advance as to concept.

**A1. Vendor must include any exceptions to terms and conditions in its bid. Should any exception be deemed to violate a mandatory requirement of the solicitation Vendor's proposal will be disqualified**

**Q2. Line item 3.1.1.19**

For minimal tuning during method development and minimal maintenance of the ion path, the LC/MS/MS will require hot source induced desolvation interface to the mass analyzer by patented Larmnar Flow Ion Guide using gas flow. Submit evidence of instrument use with cannabis for at least 6 months without matrix induced cleaning and maintenance

With evidence of 6 months operation without matrix induced cleaning and maintenance, will a reference lab name and contact information suffice to show evidence that they have been running for over six months without maintenance?

Also, does the reference to no matrix induced cleaning and maintenance include routine source cleaning without breaking vacuum or the need to recalibrate? Please elaborate what can and cannot be included.

**A2. Yes.**

**Yes, must submit evidence to support your instruments ruggedness and stability that satisfies the question.**



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: AGR190000018**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

PerkinElmer Health Sciences Inc

Company

Authorized Signature

4/24/19

Date

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



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: 569939

Doc Description: Triple Quad LC/MS/MS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-12	2019-04-26 13:30:00	CRFQ 1400 AGR1900000018	1

**BID RECEIVING LOCATION**

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

WV 25305

**VENDOR**

Vendor Name, Address and Telephone Number:

PerkinElmer Health Sciences, Inc.  
 710 Bridgeport Ave  
 Shelton CT 06484  
 800 762 4000

Bid in accordance with PerkinElmer Health Sciences Inc quotation 21738160 attached.

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FBI# 04-3361624

DATE 4/24/19

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

**Central Request for Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Department of Agriculture to establish a contract for the one time purchase of a Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, nitrogen generator, uninterrupted power supply (UPS), specific test methods, shipping, installation, validation, warranty, training and service per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1600 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Cost	Unit Price	Total Price
1	LC/MS/MS, Workstation PC, Software, Printer, nitrogen	1.00000	EA	327,501.40	327,501.40

Comm Code	Manufacturer	Specification	Model #
41100000	PerkinElmer	QSight LC/MS/MS + accessories, training, warranty, install, service	

**Extended Description :**  
generator, uninterrupted power supply, specific test methods per section 3.1

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1600 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Cost	Unit Price	Total Price
2	shipping charges & inside delivery	1.00000	EA	3,292.00	3,292.00

Comm Code	Manufacturer	Specification	Model #
78121603			

**Extended Description :**  
Shipping charges & inside delivery per section 3.1.6

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

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

Comm Code	Manufacturer	Specification	Model #
73171805		* Included in item 1 QSight instrument *	

Extended Description :  
 Installation/Validation per section 3.1.6

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Training/warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171805		* Included in item 1 QSight instrument *	

Extended Description :  
 Training/Warranty per section 3.1.6

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Service	1.00000	EA		

Comm: Code	Manufacturer	Specification	Model #
73171605		*Included in item 1 QSight instrument *	

Extended Description :  
Service per section 3.1.6

## **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: 04/17/2019 @ 3:00 P.M. EDT

Submit Questions to: **Melissa Pettrey, Senior Buyer**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [melissa.k.pettrey@wv.gov](mailto:melissa.k.pettrey@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: CRFQ AGR190000018  
BUYER: Melissa Pettre, Senior Buyer  
SOLICITATION NO.:  
BID OPENING DATE: 04/26/2019  
BID OPENING TIME: 1:30 P.M. EDT  
FAX NUMBER: 304-558-3970

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ 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:** 04/26/2019 @ 1:30 P.M. EDT

**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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**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:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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

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

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

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

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

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

**Other:** See attached.

**4. 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$100,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

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

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 01/24/2019

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

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

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

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

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

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

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

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



**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.

Stella Frank, Contracts Administrator

(Name, Title)

Stella Frank, Contracts Administrator

(Printed Name and Title)

710 Bridgeport Ave, Shelton CT 06484

(Address)

Tel 203 712 8477 Fax 203 944 4914

(Phone Number) / (Fax Number)

ContractsShelton@perkinelmer.com

(email address)

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

PerkinElmer Health Sciences, Inc

(Company)

 Judith Albrecht Assistant Secretary

(Authorized Signature) (Representative Name, Title)

Judith Albrecht Assistant Secretary

(Printed Name and Title of Authorized Representative)

4/24/19

(Date)

Tel 203 800 762 4000 Fax 203 944 9453

(Phone Number) (Fax Number)

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

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for the one time purchase of a **Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, nitrogen generator, uninterrupted power supply (UPS), specific test methods, shipping, installation, validation, warranty, training and service.**
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Services”** means the LC/MS/MS with inside delivery, installation, validation, warranty, and training.
  - 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 **“Validation”** means is the process used to confirm that the analytical procedure employed for a specific test or matrices is suitable for its intended use.
  - 2.5 **“Installation”** means unpacking and setting instrumentation in place with all connections secured for the instrument(s) to be in working order including software installation on the computer connected to the instrument.
  - 2.6 **“Warranty”** means the written warranty of the manufacturer of a new instrument of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under that warranty.
  - 2.7 **“Training”** means teaching staff how to use and maintain the instrument and software.
  - 2.8 **“Service”** means performing routine maintenance work or repair to the instrument or software.
  - 2.9 **“APCI”** means atmospheric pressure chemical ionization.
  - 2.10 **“ESI”** means electrospray.

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

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- 2.11 "FG" means femtogram.
- 2.12 "LC/MS/MS" means Liquid Chromatography Triple Quadrupole Mass Spectrometer.
- 2.13 "MRM" means multiple reactions monitoring.
- 2.14 "MSMS" means tandem mass spectrometry.
- 2.15 "SIM" means selected ion monitoring.
- 2.16 "S/N" means signal to noise.
- 2.17 "M/Z" means mass to charge ratio.
- 2.18 "AMU" means Atomic mass unit.
- 2.19 "DA/S" means Daltons per second.
- 2.20 "UHPLC" means Ultra High-performance liquid chromatography.
- 2.21 "SLPM" means standard liters per minute.
- 2.22 "PSIG" means pounds per square inch gauge.
- 2.23 "UPS" means uninterrupted power supply.

**3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below for the **Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, nitrogen generator, uninterrupted power supply (UPS), specific test methods, shipping, installation, validation, warranty, training, and service.**

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

- 3.1.1.1 Must be capable of detecting a variety of analytes including pesticides, herbicides, toxins, drugs in matrices such as foods, soil, vegetation (including hemp), animal feed, and water.

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

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- 3.1.1.2 The system provided must be capable of analyzing the list of pesticides from the Cannabis and hemp pesticide lists from Oregon and California. See 3.1.4.2
- 3.1.1.3 MSMS must have dual ion sources that operate independently which can be set to electrospray ionization (ESI) or atmospheric pressure chemical ionization (APCI). The instrument must enable combinations such as ESI/APCI, ESI/ESI, APCI/APCI with the same or opposite polarities without having to remove the sources to switch modes.
- 3.1.1.4 Minimum sensitivity requirement for positive ion mode: signal/noise (S/N) 2000:1 25 femtograms (fg) of reserpine on column. Minimum sensitivity requirement for negative ion mode: signal/noise (S/N)>2000:1, 25 femtograms (fg) of chloramphenicol on column.
- 3.1.1.5 The source probes must be easy to remove without the use of tools.
- 3.1.1.6 Ion source must have flat response across flow rate up to 3 milliliters per minute without loss of sensitivity.
- 3.1.1.7 Capable of switching between rapidly between positive and negative ion detection without high voltage switching.
- 3.1.1.8 Acquisition modes: Q1 scan, Q2 scan, multiple reactions monitoring (MRM), selected ion monitoring (SIM), Neutral Loss scans, Product Ion, Precursor Ion, Time managed MRM
- 3.1.1.9 Minimum mass range requirement: 5-1500 mass to charge ratio (m/z)
- 3.1.1.10 Mass stability required: 0.05 atomic mass unit (amu) in 24 hours
- 3.1.1.11 Mass accuracy needed: minimum 0.1 unit across mass range
- 3.1.1.12 Scan speed:  $\leq 30,000$  daltons per second (da/s)
- 3.1.1.13 Quad resolution: unit, low and high, minimal sensitivity loss at 0.1 Daltons resolutions
- 3.1.1.14 Polarity switching time:  $\leq 15$  milliseconds
- 3.1.1.15 Dynamic range: 6 orders
- 3.1.1.16 Minimum multiple reactions monitoring (MRM) Dwell Time: 1 millisecond
- 3.1.1.17 MRM transitions: 450 per time segment > 40,000 ion transactions per method
- 3.1.1.18 Must have high selectivity mass filter at 0.3 Daltons. Signal loss must not be more than 10%.

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

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- 3.1.1.19 For minimal tuning during method development and minimal maintenance of the ion path, the LC/MS/MS will require hot source induced desolvation interface to the mass analyzer by patented Laminar Flow Ion Guide using gas flow. Submit evidence of instrument use with cannabis for at least 6 months without matrix induced cleaning and maintenance
  - 3.1.1.20 High performance liquid chromatograph capable of solvent and column switching without user intervention
  - 3.1.1.21 High performance liquid chromatograph capable of regulating column temperature of at least 2 different columns
  - 3.1.1.22 The UHPLC pump must have 18,000 psi capability and a flow rate to 5mL/minute.
  - 3.1.1.23 High performance liquid chromatograph with an autosampler
  - 3.1.1.24 The LC/MS/MS instrument must be fully automated for analysis with a system controller that is loaded with the necessary software that can perform instrument diagnostics, monitor all operating and electrical parameters, and allow remote tuning capability in real time.
  - 3.1.1.25 The LC/MS/MS must include a maintenance kit.
  - 3.1.1.26 Vendor must provide documentation for recommended environmental conditions, electrical requirements, gas requirements, or any other factor that would affect instrument performance.
- 3.1.2 Nitrogen generator**
- 3.1.2.1 The nitrogen generator must be capable of producing up to 18 standard liters per minute (slpm) of liquid chromatography mass spectrometer grade gases at 80 pounds per square inch (psig) or have the capacity for the needs stated in the gas requirements of the LCMSMS.
  - 3.1.2.2 The vendor must include if there is another gas requirement or need for the specific instrument being quoted other than listed in 3.1.2.1.
- 3.1.3 Uninterrupted Power Supply (UPS)**
- 3.1.3.1 The uninterrupted power supply (UPS) must provide protection and complete power conditioning where the output remains continuously regulated. Must be rated to a capacity at least 5200

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

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VA or have the capacity for the needs stated in the electrical requirements of the LCMSMS.

3.1.3.2 The vendor must include if there is another UPS electrical requirement or need to maintain the integrity of the instrument for proper operation being quoted other than listed in 3.1.3.1.

**3.1.4 Specific Test methods: Cannabis and hemp methods**

3.1.4.1 The vendor must provide a standard operating procedure for Cannabis and hemp analysis that includes sample preparation and analysis of the complete Cannabis list from states such as Oregon or California which include the analytes in 3.1.4.2.

3.1.4.2 See Exhibit B.

**3.1.5 Workstation and software**

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

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

**3.1.6 Shipping, Installation, Validation, Warranty, Training (including Specific Test Methods Application), and Service**

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

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

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

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

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

3.1.6.6 Vendor will provide on-site applications assistance for implementation of standard operating procedures for Cannabis and hemp analysis related to 3.1.4 by an applications scientist familiar with the analysis.

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

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

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**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 Exhibit A by placing all inclusive information in each column for item number, model/brand name, unit price and extended amount. There should be a price for the LCMSMS, workstation, software, printer, shipping/inside delivery, installation, validation, warranty, training, specific methods, and service. If there is no charge for any deliverable, indicate in the cell with "no charge". The bidder/vendor information must be completed and include an authorize signature. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

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

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

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

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

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**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.



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

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

7.2.3 Any other remedies available in law or equity.

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

8.1 Vendor must identify principal service personnel who will be asked for identification upon entrance to the facility.

8.2 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

8.3 Vendor shall inform all staff of Agency's security protocol and procedures.

Exhibit A CRFQ AGR1900000018

PRICING PAGE

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
	LCMSMS, workstation PC, software, printer, nitrogen generator, UPS, specific test methods	Qsight 220/LX50 LC/	1	\$327,501.40	\$327,501.40
	shipping charges and inside delivery	NA	1	\$3,292.00	\$3,292.00
	installation/validation	Included with Qsight	1		\$0.00
	training/warranty	Included with Qsight	1		\$0.00
	service	Included with Qsight	1		\$0.00
	Failure to use this form may result in disqualification				
	Bidder / Vendor Information			GRAND TOTAL	\$330,793.40

Name: PerkinElmer Health Sciences, Inc.

Address: 710 Bridgeport Ave

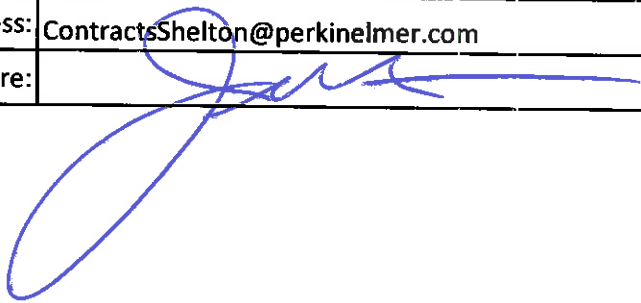
Shelton CT 06484

LEAD TIME FOR ALL PRODUCTS IS 6 WEEKS ARO

Phone: 800 762 4000

Email Address: ContractsShelton@perkinelmer.com

Authorized Signature:



Vendor should not alter pricing page and should fill out pricing page as it is.. The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in disqualification of bid submittal.

Exhibit B

Analytes of interest for the LCMSMS for West Virginia Department of Agriculture

<p><b>Tox2</b>                  Colchicine                  Aflatoxin G1                  Aflatoxin B1                  T2 Toxin                  *Digoxin                  *Strychnine                  *Ricinine                  *Aconitine                  *alpha-amanitin                  *Brodifacoum</p>	<p><b>T022</b>                  Aminopterin                  Codeine                  Oxycodone                  Scopolamine                  Ouabain                  Hydrocodone                  Eserine                  Emetine                  Apomorphine                  Brucine                  Atropine                  Hyoscyamine                  Levorphenol                  Heroin                  Hydrastine                  Yohimbine                  Digoxigenin                  Picrotin                  Solanine                  Pentazocine                  Lobeline                  Digitoxigenin                  Digitoxin                  *Ricinine                  *alpha-amanitin                  *strychnine                  *digoxin                  *aconitine</p>
<p>Anti-Coagulants (ran in negative ion mode)                  Warfarin                  Coumachlor                  Diphacinone                  Dicoumarol                  Chlorophacinone                  Bromadiolone                  Difethialone                  *Brodifacoum</p>	
<p><b>Other Compounds</b>                  Fluoroacetic Acid                  Melamine</p>	

Compounds with \* are in multiple lists

T022 method additional compounds	
<p>Aldicarb                  Aldicarb sulfone                  Aldicarb sulfoxide                  Atropine                  Berberine                  *Brodifacoum                  Carbanyl                  Carbofuran                  *Colchicine</p>	<p>Coumaphos                  Ethiofencarb                  Fenamiphos                  Fenamiphos sulfide                  Methamidiphos                  Methomyl                  Oxamyl                  Picrotin                  Propoxur</p>

Pesticides	
<p>2,4-D                  2,4,5-T                  2,4-DB                  2,4-DP</p>	<p>Imazethapyr                  Isoxaflutole                  Mesotrione                  MCPA (2-methyl-4-chlorophenoxyacetic acid)</p>

Exhibit B

<p>Aldicarb (+ degradates) Aminocyclopyrachlor Aminopyralid Bentazon Clopyralid Dacthal (+ degradates) Dicamba Dinotefuran Diuron Glyphosate (+AMPA) Imazapyr Hexazinone (+ Metabolite B)</p>	<p>Metsulfuron-methyl Metribuzin (+ DA, DADK, DK) Napropamide Picloram Propiconazole Rimsulfuron Sulfometuron-methyl Tebuthiuron Thiamethoxam Thifensulfuron-methyl Tralkoxydim Triclopyr</p>
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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 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 signor 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: PerkinElmer Health Sciences, Inc.

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

Date: 4/24/19

State of Connecticut

County of Fairfield to-wit:

Taken, subscribed, and sworn to before me this 24 day of April, 2019

My Commission expires August 31, 2023.

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

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

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

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

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

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

PerkinElmer Health Sciences Inc

Company \_\_\_\_\_

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

4/24/19

Date \_\_\_\_\_

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