



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

Header 10

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 753633

Procurement Type: Central Purchase Order

Vendor ID: 000000100892



Legal Name: BIOTAGE LLC

Alias/DBA:

Total Bid: \$42,874.00

Response Date: 08/05/2020



Response Time: 15:38

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2100000003

Published Date: 8/5/20

Close Date: 8/6/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 01-Automated Solid Phase Extractor

Total of Header Attachments: 10

Total of All Attachments: 10



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 753633

**Solicitation Description :** Addendum No. 01-Automated Solid Phase Extractor

**Proc Type :** Central Purchase Order

| Date issued | Solicitation Closes    | Solicitation Response        | Version |
|-------------|------------------------|------------------------------|---------|
|             | 2020-08-06<br>13:30:00 | SR 1400 ESR08052000000000738 | 1       |

| <b>VENDOR</b>               |
|-----------------------------|
| 000000100892<br>BIOTAGE LLC |

**Solicitation Number:** CRFQ 1400 AGR2100000003

**Total Bid :** \$42,874.00      **Response Date:** 2020-08-05      **Response Time:** 15:38:46

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

|                          |               |             |
|--------------------------|---------------|-------------|
| <b>Signature on File</b> | <b>FEIN #</b> | <b>DATE</b> |
|--------------------------|---------------|-------------|

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

| Line | Comm Ln Desc                    | Qty     | Unit Issue | Unit Price      | Ln Total Or Contract Amount |
|------|---------------------------------|---------|------------|-----------------|-----------------------------|
| 1    | Automated Solid Phase Extractor | 1.00000 | LS         | \$42,874.000000 | \$42,874.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 41000000  |              |               |         |

**Extended Description :** Please see the attached Exhibit A Pricing Page for requested pricing structure. Please note your total bid amount in the commodity line.

**Comments:** For SPE-DEX 5000 with accessories (Automated Solid Phase Extractor)



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

State of West Virginia  
 Request for Quotation  
 27 – Miscellaneous

Proc Folder: 753633

Doc Description: Automated Solid Phase Extractor

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-07-24  | 2020-08-06<br>13:30:00 | CRFQ 1400 AGR2100000003 | 1       |

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Biotage LLC  
 16 Northwestern Drive  
 Salem, New Hampshire 03079  
 1-603-386-3626

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN # 04-353-5072

DATE August 03, 2020

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of READ to establish a contract for the one-time purchase of Automated Solid Phase Extractor per the terms and conditions and specifications as attached.

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

| Line | Comm Ln Desc                    | Qty     | Unit Issue | Unit Price  | Total Price |
|------|---------------------------------|---------|------------|-------------|-------------|
| 1    | Automated Solid Phase Extractor | 1.00000 | LS         | \$42,874.00 | \$42,874.00 |

| Comm Code | Manufacturer | Specification                   | Model #                      |
|-----------|--------------|---------------------------------|------------------------------|
| 41000000  | Biotage LLC  | Automated Solid Phase Extractor | SPE-DEX 5000 and Accessories |

**Extended Description :**

Please see the attached Exhibit A Pricing Page for requested pricing structure. Please note your total bid amount in the commodity line.

**SCHEDULE OF EVENTS**

| Line | Event                                       | Event Date |
|------|---|------------|
| 1    | Technical Question Deadline at 9:00 AM (ET) | 2020-07-31 |

|                      |                                |  |                              |
|----------------------|--------------------------------|--|------------------------------|
| <b>AGR2100000003</b> | <b>Document Phase</b><br>Final | <b>Document Description</b><br>Automated Solid Phase Extractor | <b>Page 3</b><br><b>of 3</b> |
|----------------------|--------------------------------|--|------------------------------|

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Request for Quotation  
 27 - Miscellaneous

Proc Folder: 753633

Doc Description: Addendum No. 01-Automated Solid Phase Extractor

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-08-05  | 2020-08-06<br>13:30:00 | CRFQ 1400 AGR2100000003 | 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:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN #

04-353-5072

DATE

August 5, 2020

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



**ADDITIONAL INFORMATION:**

Addendum No. 01

Addendum No. 01 is being issued to address all technical questions received.

No other changes.

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

| Line | Comm Ln Desc                    | Qty     | Unit Issue | Unit Price | Total Price |
|------|---------------------------------|---------|------------|------------|-------------|
| 1    | Automated Solid Phase Extractor | 1.00000 | LS         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 41000000  |              |               |         |

**Extended Description :**

Please see the attached Exhibit A Pricing Page for requested pricing structure. Please note your total bid amount in the commodity line.

**SCHEDULE OF EVENTS**

| Line | Event                                       | Event Date |
|------|---|------------|
| 1    | Technical Question Deadline at 9:00 AM (ET) | 2020-07-31 |

**SOLICITATION NUMBER:** CRFQ AGR2100000003

**Addendum Number:** No.01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

Addendum No. 01

Addendum No. 01 is being issued to address all technical questions received.

No other changes.

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

**Terms and Conditions:**

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

# ATTACHMENT A

**CRFQ AGR2100000003**  
**Technical Questions**

1. On the attached page 3; there is a reference of additional T&C's but no additional attachment.

Can you please forward the T&C's for our Contracts department to review?

**Answer:** You need to download all three files available in Oasis for complete specifications. The file labeled "Bid Documents" contains the terms and conditions and exact specifications.

2. 3.1.1.5 Can a vendor provide two systems that would meet or exceed the 6 at one time requirement. Also is it six samples in one unit or in multiple modules per your requirement?

**Answer:** Yes, they can provide two systems that would meet or exceed the 6 at one time requirement, but there may be an additional cost. Also, there should six samples in one unit.

3. 3.1.1.6 Will the system be placed in a ventilated enclosure or does the system need to self-vent solvents?

**Answer:** The system needs to self-vent solvents, or they could provide us a system to vent it out.

4. 3.1.2.5 What is the period of time that software updates must be provided at no cost?

**Answer:** Once a year if necessary

5. 3.1.3.3 Will all staff members who will be trained be available on the day of installation?

**Answer:** yes

6. 3.1.6.2 What is the intent of the 24-hour response. Does it mean contact within this time our be on-site to service in 24 Hrs.?

**Answer:** We need response within 24 hours, and it is not necessary for them to be on site.

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** CRF0 1400 AGR21 00000003

**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.

Biotage LLC  
\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Authorized Signature  
August 5, 2002  
\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



#### Customer Information

|                |  |              |                      |
|----------------|--|--------------|----------------------|
| Account Name   | West Virginia Department of Agriculture  | Contact Name | Rebecca England      |
| Account Number | 27296  | Phone        | (304) 558-2208 x4144 |
| Ship To        | WV DOA<br>1900 Kanawha Blvd., East<br>Charleston, West Virginia 25305<br>United States | Email        | rengland@wvda.us     |

#### Quote Information

|                 |                         |               |                         |
|-----------------|-------------------------|---------------|-------------------------|
| Quote Name      | WVDA 5000 525.3 - 18837 | Prepared By   | Paul Cannon             |
| Quote Version   | 2                       | Email         | paul.cannon@biotage.com |
| Quote Number    | 18837                   | Payment Terms | Net 30 days             |
| Created Date    | 7/28/2020               | Shipping      | Prepaid & Add           |
| Expiration Date | 10/28/2020              | FOB Terms     | Origin                  |

#### Quote Line Items

| Product          | Quantity | Product Description  | List Price    | Total Price   |
|------------------|----------|--|---------------|---------------|
| 03-5000-01       | 3.00     | 250 mL Flat Bottom Flask 19/22 Taper   | USD 51.00     | USD 153.00    |
| 150-0009-04      | 3.00     | 53 x 400 Cap Adapter For 1 L Wide Mouth Bottle   | USD 186.00    | USD 558.00    |
| 26-0300          | 1.00     | US Power Cord 110V   | USD 11.00     | USD 0.00      |
| 47-2346-02       | 1.00     | Atlantic® C-18 Disks, 47 mm  | USD 211.00    | USD 211.00    |
| 49-5001          | 1.00     | FEP Lines with Wheaton, Venting Caps & Depth Filters                                     | USD 1,568.00  | USD 1,568.00  |
| 49-5006-01       | 1.00     | Exhaust Vent Hose With Clamp   | USD 107.00    | USD 107.00    |
| 50-1200-01       | 3.00     | 47 mm Disk Holder, Biotage® Horizon 5000   | USD 400.00    | USD 1,200.00  |
| SER-5000SPE-FYMP | 1.00     | First year Maintenance Package - Biotage® Horizon 5000                                   | USD 4,175.00  | USD 4,175.00  |
| SPE-DEX 5000     | 1.00     | Biotage® Horizon 5000 3-Station Extractor Module (Includes Utility Kit With Waste Lines) | USD 34,502.00 | USD 34,502.00 |

|                |               |
|----------------|---------------|
| Subtotal       | USD 42,474.00 |
| Total Discount | USD 0.00      |
| Shipping       | USD 400.00    |
| Total          | USD 42,874.00 |

#### Optional Items

| Product | Quantity | Product Description | Sales Price  | Total Price  |
|---------|----------|---------------------|--------------|--------------|
| 63-2566 | 1        | Controller PC       | USD 1,293.00 | USD 1,293.00 |

Biotage  
10430 Harris Oaks Blvd., Suite C  
Charlotte, NC 28269 USA  
Tel: 800-446-4752 Fax: 434-296-8217  
Submit Orders To: [ordermailbox@biotage.com](mailto:ordermailbox@biotage.com)  
Please refer to quotation number on all orders, inquiries and correspondence.



## Terms and Conditions

Unless Biotage has entered into a separate written agreement with you for the supply of goods and services, acceptance of this quote implies your acceptance of the Biotage's Terms and Conditions of Sales (see [http://biotage.com/literature/download/biotage\\_terms\\_and\\_conditions\\_1\\_july\\_2017\\_americas.pdf](http://biotage.com/literature/download/biotage_terms_and_conditions_1_july_2017_americas.pdf)).

# Biotage Service Options

| Situation   | Recommended Product   |
|---|---|
| <b>I have a new Biotage instrument</b>                      | You will want to consider a First Year Maintenance Plan (FYMP) covering your installation and training costs as well as offering you 3 days preferential response time and a Preventative Maintenance visit. Add a Service Agreement when your warranty expires at a 10% discount and safeguard against future price increases. |
| <b>My FYMP is coming to an end</b>                          | To maintain the same level of service, consider a Priority Service Agreement covering all your parts, labor and travel costs even when the warranty ends. With FYMP, you qualify for a 10% discount on your first service agreement.  |
| <b>The warranty of my instrument is expiring</b>            | To maximize uptime, cover your instrument with either a Priority or Limited Service Agreement ensuring disruptions to your workflow are kept to a minimum.  |
| <b>My Priority or Limited Service Agreement is expiring</b> | Contact 1-Point-Support for a renewal quote.  |

## Service Agreement Selection Guide

### Instrument Purchase – Year 1

| Installation   |               | FYMP: First Year Maintenance Plan (Optional)         |                     |
|--|---------------|--|---------------------|
| Labor  | ✓             | Labor  | Covered by warranty |
| Travel   | ✓             | Travel   | Covered by warranty |
| Service parts  | ✓             | Service parts  | Covered by warranty |
| Installation & User Training                         | ✓             | Installation & User Training                         | ✓                   |
| Preventative Maintenance                             | ✗             | Preventative Maintenance                             | ✓                   |
| 10% Discount on following Priority Service Agreement | ✗             | 10% Discount on following Priority Service Agreement | ✓                   |
| Warranty time  | 1 year**      | Agreement period                                     | 1 year              |
| Response time  | Not specified | Response time  | 3 business days*    |

### Service Year 2 and Onward

| Option 1: Priority Service Agreement |                  | Option 2: Limited Service Agreement |                  |
|--------------------------------------|------------------|-------------------------------------|------------------|
| Labor                                | ✓                | Labor                               | ✓                |
| Travel                               | ✓                | Travel                              | ✓                |
| Service parts                        | ✓                | Service parts                       | ✗*               |
| Preventative Maintenance             | ✓                | Preventative Maintenance            | ✓                |
| Agreement period                     | 1 year           | Agreement period                    | 1 year           |
| Response Time                        | 3 business days* | Response Time                       | 5 business days* |

\*Priority scheduling is guaranteed. Response time is best effort.

\*\*See standard Biotage terms and conditions.

Part Number: PPS370

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# Sole Source Document

## Biotage® Horizon 5000

Biotage is the sole manufacturer and supplier of the Biotage® Horizon 5000 system listed below with the following specifications.

### Sample Handling

- » Use the bottle of your choice for easier implementation
- » Rinses the bottle for best analyte recoveries
- » Accommodates 40 mL–2 L samples for all sensitivity needs

### Solvent Handling

- » Handles up to seven solvents for conditioning, washing and elution
- » Solvents can be positioned on the top of the instrument (similar to HPLC) to use space efficiently
- » A variety of solvents can be used, including dichloromethane, methanol and hexane
- » Collects organic and water waste separately for proper and economical disposal

### Flexible Software Control

- » Sample IDs can be entered through a bar-code reader
- » Methods can be modified or new methods developed
- » Transfer developed methods to other systems
- » Vacuum can be varied to adjust sample loading speed
- » Choice of report formats for Client delivery or transfer to LIMS

### Productivity

- » Use up to four modules with one software instance allowing 1–12 samples to be run at once
- » Easily connected with a USB hub
- » System can be operated in a hood or on the bench with exhaust system
- » All valves and pumps are internal to the system, requiring less bench space



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Distributors in other regions are listed on [www.biotage.com](http://www.biotage.com)

#### Literature Number: PPS508

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# Biotage® Horizon 5000 Lockout Specifications

The SPE-DEX 5000 automated extraction system uses primarily solid phase extraction disks to extract semi/nonvolatile compounds from liquid samples.

- » Internal tubing, pumps, and valves must allow for water sample flow rates from 25–250 mL/min, ensuring the best recoveries
- » All pumps and valves must be internal to the unit
- » Must accommodate the user's choice of sample bottle from 40 mL–2 L through custom cap adapters, such as 45 mm Schott, 1 L Ball/Kerr bottle, or 1 L Boston Round
- » Must be able to rinse the sample bottle to ensure all analytes are delivered to the sorbent disk
- » Must include adjustable liquid sensors to allow a full range of water samples (with and without particulates) to be processed
- » Must include the ability to physically remove the sample and the Water Inlet Valve assembly from the module
- » Must accommodate the Fast Flow disk holder for processing heavily particulated samples
- » One controller PC must be able to control four (4) individual modules
- » The disk holders must accommodate Atlantic® SPE disks, certified for automation
- » Should include “watch dog” software to ensure even heavily particulated samples are handled correctly and a sample is paused for operator intervention when an unsatisfactory situation is detected
- » Must include auto zeroing of the liquid sensors for optimal detection of all liquids
- » Must include easily replaceable solvent solenoid valves for minimum down-time
- » Must be able to adjust the vacuum range for the load step during the step for optimization
- » Automatic retention of the downloaded method within the extractor required, which ensures the same method is used for the next sample
- » An adjustable disk-holder platform to allow optimal positioning between the surface of the SPE disk and water inlet valve to ensure consistent recoveries is required
- » The extractor must utilize a constant force spring assembly on the SPE disk platform to ensure a smooth and consistent upward and downward movement of the platform
- » A one-pass kit is required to allow the easiest implementation of Acid/Base-Neutral extraction
- » Seven solvents should be accommodated and allowed to be used for conditioning, rinsing, washing, or elution
- » A bar-code reader must be accommodated for entering sample IDs without transcription errors
- » Must allow archiving of method information and delivery to LIMS
- » All Wash and Rinses can be directed either up and into the sample container, or directed down into the SPE Disk Holder
- » Must be able to store solvents in a shelf on top of the unit for economical space usage
- » Must allow a nitrogen blanket to be used to minimize oxidation
- » Must include slow load and clogged disk monitoring to ensure sample preserved
- » Must use icons in software to minimize language difficulties
- » A “Pause” feature must be available anytime during the run. The run can also be “Aborted” if necessary
- » Should accommodate a Vapor Shield guard, so all solvent vapors are contained and directed out the back of the unit. This allows for safe bench top operation.
- » Must include a Solvent Vapor vent line, which directs all solvent vapors away from the Collection Vessel
- » Must include liquid sensors to monitor and detect when the water sample has been properly processed. Ensures consistent and repeatable air dry times for all samples
- » Must include an Overflow liquid sensor to ensure a sample is never lost



Literature Number: PPS518

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# Biotage® Horizon 5000

## Specifications and Ordering Information

### Dimensions (W x D x H)

- » 19 x 19 5/8 x 21 in.
- » 48.3 x 49.9 x 53.3 cm

### Weight

61.7 lbs. (28.0 kg)

### Bench Space

Each instance of software can operate up to four extractor modules. At least one inch between each extractor is recommended. A counter depth of 30 inches is preferable but at least 24 inches is required. The table on which the system sits must accommodate the combined weight of the Extractor Modules and the Controller PC.

### Gas (Optional)

A clean, dry regulated source of nitrogen can be used to blanket the sample during extraction, reducing oxidation. The source can be either a tank and regulator, or house nitrogen. The pressure must be a minimum of 60 PSI and a maximum of 80 PSI. 1/8-inch male NPT fittings are supplied with the optional kit (P/N 50-0484), which will adapt to most nitrogen regulators. The connection also can be made using a customer-supplied 1/8-inch Swage-type fitting.

### Ventilation

Based on the solvents to be used, each laboratory must decide to operate either on the benchtop or in a fume hood. An exhaust kit (P/N 49-5006-01) is required if the system will be operated on a bench. It is not required if system will be placed in a fume hood.

### Electrical Requirements

- » Line Voltage 100–240 VAC (to power supply)
- » Line Frequency 50–60 Hz
- » Maximum Power 300 Watts

Uses an IEC type connector to accept various international power cords.

### SPE Disks

Customer-provided SPE disks and prefilters are required. Atlantic® and Pacific® disks, 47 mm, 50 mm, or 90 mm disks and prefilters from Horizon Technology are strongly recommended.



### Solvent Capability

Solvents are required to condition and elute the SPE disks. Typically, methylene chloride, ethyl acetate, hexane, methanol, acetone, reagent water, etc., are required, depending on the method specified.

### Waste Containers

Two waste containers are required and provided with the initial purchase. The waste containers can be any chemically compatible container or carboy. The water waste container needs to be of a sufficient volume to contain the volume of water waste that will be generated. Both containers need to be located lower than the equipment. Due to the weight of the water waste container, it is advisable for this to be placed on the floor.

### Environmental

- » Ambient Temperature: 17–28 °C
- » Ambient Humidity: 10–70% relative humidity non-condensing
- » Indoor use only

### PC Parameters

- » Processor: (min.) 4th Generation Intel Core i3, or currently available equivalent, 32 or 64 bit
- » Operating System: Windows 7 Professional, 32 or 64 bit
- » Memory: 4 GB DDR (min)
- » Screen: 20" or greater HD LCD for Desktop; 15" or greater for Laptop
- » Graphics: Integrated
- » Hard Drive: (min.) 250 GB 5400 RPM SATA
- » Networking: Ethernet 100 Base T or greater
- » Sound: Required for Alerts
- » Software: Adobe Reader Available
- » USB: 2.0 Port

## Ordering Information

| Part Number         | Description  |
|---------------------|--|
| <b>SPE-DEX 5000</b> | One SPE-DEX 5000 Extractor Module, with three stations including three (3) Water Inlet Valves, one (1) kit, Solvent-Waste and Water-Waste Lines, one (1) 20-L waste container, one (1) solvent waste container, one (1) thermistor height tool, one (1) WIV wrench, one (1) hex wrench, one (1) Certificate of Final Test, CD with software and user manual, USB stick with software and manual, three (3) blue clamps, and a Start-up Kit |

### Disk Holder. For every 5000 purchased, the user needs three (3) of the same style:

|                   |   |
|-------------------|---|
| <b>50-5018-01</b> | 47 mm Holder. Includes metal collar, 5000 riser, cup and support screen   |
| <b>50-5018-03</b> | Fast Flow Disk Holder Assembly, 100 mm wide, uses standard 47-mm disks, Includes metal collar, riser, cup, support screen, fine mesh screen, 5 µm prefilter sample pack, 1 µm prefilter sample pack |
| <b>50-0809-01</b> | 90 mm Holder. Includes metal collar, riser, cup and support screen (used for Oil & Grease analysis)   |

### Elution Vessel. For every 5000 purchased, the user needs three (3) of the same style:

|                   |  |
|-------------------|--|
| <b>27-0476-01</b> | 125-mL Erlenmeyer Flask with Stopper, 19/22 neck |
| <b>160-001-02</b> | VOA Vial Adapter, 19/22 neck                     |
| <b>03-5000-01</b> | 250-mL Erlenmeyer Flask, 19/22 neck              |

### Solvent Lines. For every 5000 purchased, the user needs to choose one:

|                   |  |
|-------------------|--|
| <b>49-5003</b>    | Basic lines with sinkers, no bottles or bottle caps, seven lines and one vent included                             |
| <b>49-5001</b>    | Lines with sinkers, bottles and 38/430 caps, seven lines and one vent included                                     |
| <b>49-5002</b>    | Lines with sinkers, bottles and GL-45 caps, seven lines and one vent included                                      |
| <b>49-5006-01</b> | Optional Exhaust Kit, needed when the system is placed on the bench top to direct exhaust fumes to a safe location |

| Part Number       | Description   |
|-------------------|---|
| <b>50-0484</b>    | Optional nitrogen supply line to connect module to nitrogen source  |
| <b>50-5040</b>    | Optional nitrogen jumper line to connect more than one module to the same nitrogen source   |
| <b>50-5012</b>    | Optional Vapor Shield to reduce the possibility of cross contamination and allow a nitrogen blanket to be used  |
| <b>63-2820-01</b> | Optional Hub to allow up to 3 additional Modules to be controlled from the same Controller PC and Software  |
| <b>63-2566</b>    | Optional Controller PC Laptop   |
| <b>49-2794</b>    | Optional One Pass Kit to allow the sample to pass through the disk and carbon cartridge one time to capture Acid/Base Neutral compounds rather than two passes with a pH change |

### Useful Consumables

|                     |  |
|---------------------|--|
| <b>31-0454</b>      | Dirty Sample Fine Mesh Screen - Fits 47-mm Disk Holder Assembly                    |
| <b>31-0457</b>      | Dirty Sample Fine Mesh Screen - Fits 90-mm Disk Holder Assembly                    |
| <b>49-0665</b>      | Dirty Sample Fine Mesh Screen - 100 mm for use with 50-2767 disk holder            |
| <b>FFAP-47-HT</b>   | Atlantic Fast Flow Prefilter, 47 mm, coarse 5.0 µm (Pkg of 50)                     |
| <b>FFP-47-HT</b>    | Pacific Oil & Grease Fast Flow Pre-filter 47 mm (Pkg of 50)                        |
| <b>FFP-90-HT</b>    | Pacific Oil & Grease Fast Flow Pre-filter 100 mm (Pkg of 50)                       |
| <b>FFAP-100-HS1</b> | Atlantic Fast Flow Prefilter 100 mm Fine 1.0 µm (Pkg of 50) For use with 50-2767   |
| <b>FFAP-100-HS5</b> | Atlantic Fast Flow Prefilter 100 mm Coarse 5.0 µm (Pkg of 50) For use with 50-2767 |
| <b>49-2620-01</b>   | Carbon Cartridge Max Detect 20CC, Kit 16 per pack                                  |
| <b>49-2620</b>      | Carbon Cartridge 20 CC, Kit 16 per pack  |

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#### Literature Number: PPS529

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# Biotage<sup>®</sup> Horizon 5000

Automated Extraction System



# Mature SPE for Routine Use

Compliant with most US EPA, ISO, EN and other regulatory methods around the world

Solid phase extraction (SPE) is a modern alternative to older techniques, such as liquid-liquid extraction and continuous liquid-liquid extraction.

Over the course of SPE history, different adsorbents and chemistries have become well characterized and understood. As a result, SPE is used routinely in a variety of industries to separate semivolatile and nonvolatile compounds from liquid matrices. Regulatory programs, such as US EPA, ISO and European EN, include this technology in methods for drinking water, groundwater, surface water, wastewater and whole water. It is also used in field sampling with both passive and dynamic samplers.

## Benefits

- » Uses less solvent
  - » Creates less waste, controlling costs
  - » Reduces exposure to solvent, increasing safety
  - » Less chance of emulsions, providing more predictable and increased productivity
- Additionally, SPE is readily automated providing additional benefits.
- » Better reproducibility between technicians
  - » Handles all samples reliably
  - » Less attention required for good results

The Biotage® Horizon 5000 Automated Extraction System is a programmable, multipurpose SPE system, capable of processing aqueous samples directly from their original containers. Once the process is initiated, each Horizon 5000 module delivers all the necessary solvents to precondition the sorbent material within the SPE disk, passes the water sample through the disk and, after a preset air-dry time, extracts the sorbed analytes from the disk into a collection vessel using the required amounts of solvents.

Examples of the kinds of recoveries that can be obtained from spiked drinking water samples and spiked wastewater samples can be seen in Tables 1 and 2 for selected compounds.

| Compound                  | Spike (µg/L) | %Recovery | %RSD |
|---------------------------|--------------|-----------|------|
| <b>2,6-Dinitrotoluene</b> | 5            | 101       | 2.85 |
| <b>Acenaphthylene</b>     | 5            | 90.9      | 4.03 |
| <b>Acenaphthene</b>       | 5            | 98.2      | 3.07 |
| <b>Chloroneb</b>          | 5            | 104       | 2.94 |
| <b>Tebuthiuron</b>        | 5            | 111       | 4.84 |

**Table 1.** Recoveries of Selected SVOCs from Six Drinking Water Sample Replicate Spikes. Extraction of a full Suite of Semivolatile Compounds from Drinking Water Using Automated Solid Phase Extraction and Atlantic C18 Disks, App Note AN114-HOR.

| Compound             | Spike (µg/L) | %Recovery | %RSD |
|----------------------|--------------|-----------|------|
| <b>Dieldrin</b>      | 5            | 92.0      | 1.12 |
| <b>Endrin</b>        | 5            | 95.7      | 1.13 |
| <b>4,4'-DDD</b>      | 5            | 89.5      | 0.62 |
| <b>Endosulfan II</b> | 5            | 99.7      | 2.12 |
| <b>4,4'-DDT</b>      | 5            | 90.6      | 0.91 |

**Table 2.** Recoveries of Selected Pesticide Compounds from Wastewater Duplicate Samples. Analysis of Pesticides in Wastewater Samples Using SPE and GC-ECD, App Note AN115-HOR.



Workflow for the Biotage® Horizon 5000 Extractor, used with Atlantic® solid phase extraction disks, the DryVap® In-line drying and concentration system and the Biotage® SolventRecovery SVOC for a full sample preparation system.

## Features

The Biotage® Horizon 5000 can also be applied to the extraction of Dioxins, 1, 4 dioxane, BPA, and other important environmental contaminants.

### Sample Handling

- » Use the bottle of your choice for easier implementation
- » Rinses the bottle for best analyte recoveries
- » Accommodates 40–2000 mL samples for all sensitivity needs



### Solvent Handling

- » Handles up to seven solvents for conditioning, washing and elution
- » Solvents can be positioned on the top of the instrument (similar to HPLC) to use space efficiently
- » A variety of solvents can be used, including dichloromethane, methanol and hexane
- » Collects organic and water waste separately for proper and economical disposal

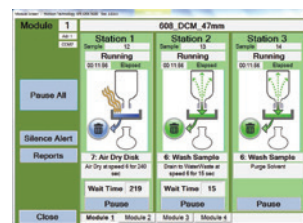
### Productivity

- » Use up to four modules with one software instance allowing 1–12 samples to be run at once
- » Easily connected with a USB hub
- » System can be operated in a hood or on the bench with exhaust system
- » All valves and pumps are internal to the system, requiring less bench space



## Simple & Flexible Software Control

- » Sample IDs can be entered through a bar-code reader
- » Methods can be modified or new methods developed
- » Transfer developed methods to other systems
- » Vacuum can be varied to adjust sample loading speed
- » Choice of report formats for Client delivery or transfer to LIMS
- » Optional password protection for limited access during routine operation
- » Resident methods for a quick start-up
- » Pause with message feature delivers additional instructions to user
- » Quick status review through icons
- » Alerts warn operator of an unsatisfactory situation



## Samples with Particulates

- » The Fast Flow disk holder is designed to collect particulates before the SPE disk, maintaining flow and characterizing the whole sample
- » Includes method steps to clean the system between samples
- » Never lose a sample with detection systems to pause the run for user intervention when an unsatisfactory situation is detected
- » Run even complex samples without emulsions forming; the power of SPE at work!



# Your Complete Partner for Effective Chemistry

Biotage is a worldwide supplier of instruments and accessories designed to facilitate the work of laboratory and process chemists. With our deep knowledge of the industry, academic contacts and in-house R&D teams, we can deliver the best solutions to your challenges. We take great pride in our flexibility and ability to meet our customer's individual needs. With strong foundations in both analytical, organic and process chemistry, we can offer the widest range of solutions available on the market.

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# Consumables for Environmental Sample Preparation



# Superior Alternatives to Liquid-Liquid Extractions

## Benefits of SPE Disks

- » Use less solvent than typical Liquid-Liquid Extractions (LLE)
- » Increase sample throughput
- » Process clean and dirty samples (drinking, sea, waste, ground water, etc.)
- » Eliminate emulsions
- » Process a wide range of sample volumes (mL to multi L)
- » Provide comparable or better recoveries than LLE
- » Easily automated methods



### LLE

- » Labor intensive
- » High solvent consumption
- » Emulsion forming



## A Full Spectrum of Solutions for both Semi-Volatile Organics and Oil & Grease

### Semi-Volatile Organic Compounds



Atlantic® ReadyDisks



Atlantic® SPE Disks



Biotage® Horizon 5000



DryVap® Concentrator system

### Oil and Grease EPA 1664 A and B



Pacific® SPE O&G Disks



Biotage® Horizon 3100 Oil and Grease Extractor



SpeedVap® IV Solvent Evaporation System



Biotage® Solvent Recovery OG

## Biotage Offers Labs a Flexible Approach to SPE

### Automated

- » Improves accuracy and precision
- » Simplifies complex methods
- » Reduces operator involvement
- » Process clean and/or dirty aqueous samples

### Manual

- » Low cost
- » Handles large volumes
- » Perfect for low throughput labs



Biotage® Horizon 5000



Biotage® VacMaster™ Disk



# Semi-Volatile Organic Compounds

## Atlantic® SPE Disks

Biotage designs, tests and certifies Atlantic SPE Disks to be compatible with automated or manual SPE methods. These 47 mm disks extract a wide range of sample matrices and work ideally in extracting analytes from drinking water, surface water, sea water and particulate-laden wastewater. Lot certified batches ensure consistent results for lab testing needs.

Atlantic SPE Disks (and Pre-Filters) are also “Certified for Automation” specifically for use with the Biotage® Horizon 5000 Automated Extraction System. Automation improves the reproducibility of your results, while reducing time and labor. By eliminating emulsions, re-extraction and re-sampling issues, Atlantic SPE Disks result in more consistent results than liquid-liquid extractions.

## Atlantic® 8270 One Pass SPE Disks

This disk contains media with 3 analyte retention mechanisms that significantly simplifies the extraction process with the benefit of reduced labor, faster extraction times and elimination of high pH precipitates. This multi-mode disk chemistry enables the retention of over 100 target semi-volatile compounds with a sample pH of 2. Now acidic, neutral and basic analytes can be retained in a single water extraction step using this 47 mm disk. For extremely hydrophilic compounds, the optional Carbon Cartridge\* is placed after the One Pass disk to scavenge the sample effluent for light-end semi-volatile organics (LSVO). In this configuration all classes of compounds from EPA Method 8270/625 are automatically captured, eluted off the media and ready for drying and concentration.

## Atlantic® SPE Disk Specifications – For Extraction of Organic Compounds

| Product Features   | C18: Bonded Silica Packing | DVB: Divinylbenzene                 | 8270 One Pass  | HLB: Hydrophilic-Lipophilic Balanced  |                                     |                                     |
|--------------------|----------------------------|-------------------------------------|--|---|-------------------------------------|-------------------------------------|
|                    |                            |                                     |  | HLB-L   | HLB-M                               | HLB-H                               |
| Part Number        | 47-2346-02                 | 47-2346-06                          | 47-2346-11   | 47-2346-08  | 47-2346-09                          | 47-2346-10                          |
| Qty. Per Pack      | 24                         | 24                                  | 24   | 40  | 30                                  | 24                                  |
| Lot Certification  | ✓                          | ✓                                   | ✓  | ✓   | ✓                                   | ✓                                   |
| Disk Format        | 47 mm                      | 47 mm                               | 47 mm  | 47 mm   | 47 mm                               | 47 mm                               |
| Sorbent Conditions | Silica based, endcapped    | Resin based DVB                     | Resin based w/custom cation exchange properties  | Resin based (styrene/DVB copolymer)   | Resin based (styrene/DVB copolymer) | Resin based (styrene/DVB copolymer) |
| pH Range           | 2–7                        | 1–14                                | 2–12   | 1–14  | 1–14                                | 1–14                                |
| Unique Properties  | Low water retention        | Resistant to accidental over-drying | Allows for extraction of acidic, basic and neutral compounds at pH 2. *Combine with Carbon Cartridge for EPA 8270/625 analytes | Reduced glass fiber content. Reduced evaporation times for EPA Method 1694. Choose low (L), medium (M) or high (H) capacity based on organic sample concentrations. Hydrophilic-Lipophilic, reversed phase ratio of two monomers (n-vinylpyrrolidone and lipophilic divinylbenzene) |                                     |                                     |



For water sample analysis of semi-volatile compounds, the **Biotage® Horizon 5000** Automated Extraction System processes aqueous samples directly from original containers. The system performs all extraction steps while minimizing solvent consumption.



SPE is an ideal solution for dirty samples. **Atlantic® Pre-Filters**, used with the Atlantic SPE Disks, dramatically increase sample flow rate without compromising recoveries.

## Atlantic® ReadyDisk



### Single-use Solid Phase Extraction (SPE) Disks

Atlantic® ReadyDisks are solid phase extraction (SPE) disks, pre-assembled into disposable holders and are used for extracting organic and semi-volatile organic compounds from aqueous matrices. The ReadyDisks are designed for single-use extractions with maximum speed and convenience in mind.

## Atlantic® ReadyDisk Specifications – For Extraction of Organic Compounds\*

| Product Features   | ReadyDisk C18                        |   | ReadyDisk DVB                        |
|--------------------|--------------------------------------|---|--------------------------------------|
|                    | Standard                             | High Capacity   |                                      |
| Part number        | 47-6005                              | 47-6006   | 47-6001                              |
| Qty. Per Pack      | 24                                   | 24  | 24                                   |
| Lot Certification  | ✓                                    | ✓   | ✓                                    |
| Disk Format        | Nominal 47 mm with disposable holder | Nominal 47 mm with disposable holder  | Nominal 47 mm with disposable holder |
| Sorbent Conditions | Silica based, endcapped              | Silica based, endcapped   | Resin based DVB                      |
| pH Range           | 2–7                                  | 2–7   | 1–14                                 |
| Unique Properties  | Low water retention                  | Low water retention. Higher capacity for improved retention of polar analytes | Resistant to accidental drying       |

\*Atlantic® ReadyDisks are suitable for automated or manual extraction of water samples with low particulate levels.

### SPE Cartridge for PFAS Analysis

ISOLUTE® 101 cartridges are packed with polystyrenedivinylbenzene (SDVB) SPE media, and deliver high, reproducible recoveries of perfluorinated alkyl acids (PFAAs) in drinking water, with LC-MS/MS analysis, as specified in EPA method 537.



ISOLUTE® 101 500 mg/ 6 mL cartridge (p/n 101-0050-C) for PFAS analysis.

### SPE Cartridge for Paraquat/Diquat Analysis

ISOLUTE® C8(EC) 500 mg/6 mL cartridges contain C8 modified silica, endcapped to reduce losses of paraquat and diquat. The cartridges can be used in automated or manual extraction.



ISOLUTE® C8(EC) 500 mg/ 6 mL cartridge (p/n 291-0050-C) for paraquat/diquat analysis.

# Oil and Grease

## Pacific® Premium SPE Disks

Pacific Premium Oil and Grease SPE Disks provide fast flow rates for dirty samples while offering high recovery values for the oil and grease fraction of the sample. These disks blend various diameters of high quality borosilicate glass micro-fibers; the upper surface of each disk provides a greater porosity, essential for handling particulate heavy samples, and the bottom layer, comprised of smaller micro-fibers and packing material, retains the oil and grease fraction.

## Pacific® SPE Disks

Pacific SPE Disks are economical alternatives to the higher performance Premium Disks, available in both a 47 mm and 90 mm size.

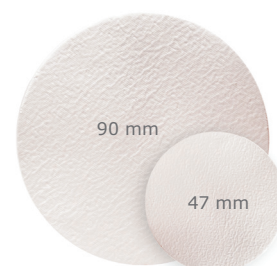
### The Biotage Advantage: A Choice of SPE Disks

Both Pacific and Pacific Premium disks offer proven reliability and lot certification for reliable results. Pacific Pre-Filters enable Pacific disks to achieve high efficiency rates when processing dirty samples.

## Oil & Grease QC Standards for EPA Method 1664

Biotage offers two choices of QC Standards (spiking solution) for oil and grease analysis, including multi-use vials or convenient one time use tube packs. Standards can be stored at ambient temperature. Features include:

- » Lot certification
- » NIST traceability
- » Clearly marked expiration dates
- » Certificate of Analysis
- » Dissolved in 99.5% acetone



## SPE Disk Specifications – For Extraction of Oil and Grease

| Product Features  | Pacific Premium   |  | Pacific  |  |
|-------------------|---|--|--|--|
|                   | 47 mm   | 90 mm  | 47 mm  | 90 mm  |
| Part Number       | 1664-47-PHT   | 1664-100-PHT                                 | 1664-47-HT   | 1664-90-HT                                   |
| Qty. Per Pack     | 50  | 50   | 50   | 50   |
| Lot Certification | ✓   | ✓  | ✓  | ✓  |
| EPA Method        | 1664A<br>1664A<br>(w/modifications)<br>1664B  | 1664A<br>1664A<br>(w/modifications)<br>1664B | 1664A<br>1664A<br>(w/modifications)<br>1664B                         | 1664A<br>1664A<br>(w/modifications)<br>1664B |
| Unique Properties | High Performance Choice (developed to address 1664A with modifications*)<br><br>*Reduced glass fiber content equates to less water retention. Binder free to reduce extractor maintenance requirements. |  | Economical Choice for manual or automated Oil and Grease extraction. |  |



**Speed-Vap™ IV** Solvent Evaporation System. Provides safe and fast evaporation of n-hexane solvent for oil and grease extractions. Bench-top operation frees up valuable hood space, offers controlled evaporation for easy, reliable gravimetric results and reduces exposure to hazardous solvents. Cut evaporation times in half.



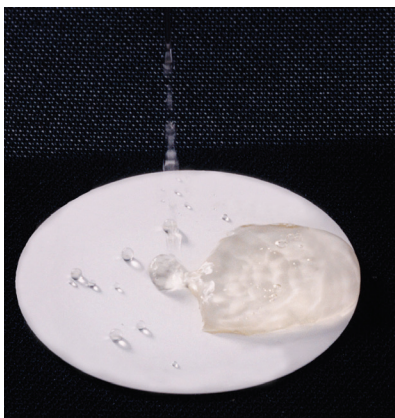
**Biotage® Horizon 3100.** Automatically extracts oil and grease from a wide range of 'clean' or 'dirty' aqueous samples using EPA Method 1664. These systems support Biotage Pacific™ and Pacific™ Premium SPE disks.

# Drying and Concentration

## 65 mm DryDisk®-R Separation Membrane

The DryDisk-R Separation Membrane significantly reduces the labor involved in removing residual water from non-polar organic solvents, up to twenty times faster than traditional sodium sulfate methods.

- » Fast and simple - no measuring, drying or careful storage to avoid re-absorption of water.
- » Replaces multi-step chemical drying process.
- » Infinite capacity for removing residual water from solvent extracts.
- » Eliminates disposal of used sodium sulfate.
- » Works on emulsified samples.
- » Automated using the DryVap® Concentrator System.



**Dry Disk-R membrane** creates a physical barrier for water. (P/N 40-1000-HT)

## 50 mL DryDisk® Disposable Barrel

The DryDisk 50 mL Barrel is a disposable sample preparation accessory that provides a fast and simple approach for removing residual water from non-polar solvents.

- » Easy operation - DryDisk® integrates with barrel, no assembly required.
- » Removes residual water from smaller volume, non-polar solvent extracts.
- » Replaces conventional sodium sulfate drying.
- » Compatible with industry standard SPE vacuum manifolds such as the Biotage® VacMaster™ and Biotage® VacMaster™ Disk.
- » Disposable - discard the barrel after use, no messy clean-up.

## Solvent Drying System

The Solvent Drying System (SDS 101) simplifies and accelerates solvent drying in sample preparation. The system consists of the DryDisk Separation Membrane, PTFE Membrane Holder Assembly, precision controlled Vacuum Regulator, and Docking Bracket Assembly.



P/N 49-2486-01



P/N SDS-101

## DryDisk® Specifications – For Drying and Concentration

| Product Features | 65 mm Separation Membrane | 50 mL Disposable Barrel | Solvent Drying System |
|------------------|---------------------------|-------------------------|-----------------------|
| Part Number      | 40-1000-HT                | 49-2486-01              | SDS-101-19/22*        |
| Qty. Per Pack    | 100                       | 36                      | 1                     |

\*Also available in 24/40 taper. P/N SDS-101-24/40.



**DryDisk®**. Designed for use on the DryVap® Solvent Concentrator, this DryDisk® assembly provides a large glass reservoir area from which solvent extracts can be efficiently and automatically dried prior to final concentration. This accessory is compatible with the 65 mm DryDisk-R Separation Membrane and fits perfectly onto any DryVap. Also compatible with the Biotage® VacMaster™ Disk for manual drying.



**DryVap®**. For a variety of applications the DryVap® Concentrator System, when used with the DryDisk®, automates the removal of water while concentrating samples through evaporation of extraction solvent for GC, GC/MS, and HPLC/MS analysis.

# EPA Method Selection Guide

| EPA Method Number/<br>Sample Type | Typical Analytes  | Atlantic® SPE Disk<br>or SPE Cartridge | Part Number                              | Atlantic®<br>ReadyDisk | Part Number         |
|-----------------------------------|---|--|--|------------------------|---------------------|
| <b>500 Series/Drinking Water</b>  |   |  |  |                        |                     |
| 506                               | Phthalate and adipate esters (plasticizers)             | C18                                    | 47-2346-02                               | C18                    | 47-6005             |
| 507                               | N and P containing pesticides                           | C18                                    | 47-2346-02                               | C18                    | 47-6005             |
| 508.1                             | Organochlorine pesticides, herbicides and organohalides | C18                                    | 47-2346-02                               | C18                    | 47-6005             |
| 515                               | Chlorinated acids                                       | DVB                                    | 47-2346-06                               | DVB                    | 47-6001             |
| 522                               | 1,4 Dioxane   | Carbon cartridge                       | 49-2620-01                               |                        |                     |
| 525.2                             | Phthalates, herbicides, PAHs                            | C18/HLB-M                              | 47-2346-02/<br>47-2346-09                | C18                    | 47-6005             |
| 525.3                             | Phthalates  | DVB/HLB-M                              | 47-2346-06/<br>47-2346-09                | DVB                    | 47-6001             |
| 526                               | Semi-volatile organic compounds (SVOC)                  | DVB/HLB-M                              | 47-2346-06/<br>47-2346-09                | DVB                    | 47-6001             |
| 527                               | Selected pesticides and flame retardants                | DVB                                    | 47-2346-06                               | DVB                    | 47-6001             |
| 528                               | Phenols   | DVB/HLB-M                              | 47-2346-06/<br>47-2346-09                | DVB                    | 47-6001             |
| 529                               | Explosives and related compounds                        | DVB                                    | 47-2346-06                               | DVB                    | 47-6001             |
| 531                               | Methylcarbamates  | HLB-M                                  | 47-2346-09                               |                        |                     |
| 532                               | Phenylurea compounds                                    | C18/HLB-M                              | 47-2346-02/<br>47-2346-09                | C18                    | 47-6005             |
| 537                               | PFAS compounds  | ISOLUTE® 101 cartridge                 | 101-0050-C                               |                        |                     |
| 548                               | Endothall   | C18/HLB-M                              | 47-2346-02/<br>47-2346-09                | C18                    | 47-6005             |
| 550.1                             | PAHs  | C18                                    | 47-2346-02                               | C18                    | 47-6005             |
| 552.1                             | Haloacetic acids  | HLB-M                                  | 47-2346-09                               |                        |                     |
| 553.1                             | Benzidines and N containing pesticides                  | C18/DVB                                | 47-2345-02/<br>47-2346-06                | C18/DVB                | 47-6005/<br>47-6001 |
| 554                               | Carbonyls   | HLB-M                                  | 47-2346-09                               |                        |                     |
| <b>600 Series/Wastewater*</b>     |   |  |  |                        |                     |
| 608                               | Organochlorine Pesticides and PCBs                      | C18                                    | 47-2346-02                               |                        |                     |
| 625.1                             | Base/Neutrals and Acids                                 | One Pass/HLB-M/H with Carbon Cartridge | 47-2346-11/<br>47-2346-09/<br>47-2346-10 |                        |                     |
| <b>1600 Series/Wastewater*</b>    |   |  |  |                        |                     |
| 1613                              | Dioxins and Furans                                      | C18/DVB                                | 47-2345-02/<br>47-2346-06                |                        |                     |
| 1614                              | PBDEs (polybrominated diphenyl ethers)                  | C18/DVB                                | 47-2345-02/<br>47-2346-06                |                        |                     |
| 1657                              | Formaldehyde, furfural                                  | C18/DVB                                | 47-2345-02/<br>47-2346-06                |                        |                     |
| 1668                              | Chlorinated biphenyls                                   | C18/DVB                                | 47-2345-02/<br>47-2346-06                |                        |                     |
| 1694                              | PPCPs (Pharmaceutical and personal care products)       | HLB M/L                                | 47-2346-09/<br>47-2346-08                |                        |                     |



| EPA Method Number/<br>Sample Type    | Typical Analytes                   | Atlantic® SPE Disk<br>or SPE Cartridge                            | Part Number                              | Atlantic®<br>ReadyDisk | Part Number         |
|--------------------------------------|------------------------------------|---|--|------------------------|---------------------|
| <b>8000 Series/Ground Water</b>      |                                    |   |  |                        |                     |
| <b>8015</b>                          | Nonhalogenated Organics            | DVB   | 47-2346-06                               | DVB                    | 47-6001             |
| <b>8061</b>                          | Phthalate esters                   | C18/DVB   | 47-2345-02/<br>47-2346-06                | C18/DVB                | 47-6005/<br>47-6001 |
| <b>8081</b>                          | Organochlorine Pesticides          | C18/DVB/HLB-M   | 47-2346-02/<br>47-2346-06/<br>47-2346-09 | C18/DVB                | 47-6005/<br>47-6001 |
| <b>8082</b>                          | PCBs                               | C18/DVB/HLB-M   | 47-2346-02/<br>47-2346-06/<br>47-2346-09 | C18/DVB                | 47-6005/<br>47-6001 |
| <b>8141</b>                          | Organophosphorus Compounds         | DVB   | 47-2346-06                               | DVB                    | 47-6001             |
| <b>8151</b>                          | Chlorinated Herbicides             | DVB   | 47-2346-06                               | DVB                    | 47-6001             |
| <b>8270D</b>                         | Semi-volatile Organic<br>Compounds | 8270 One Pass/<br>HLB-M/H with<br>Carbon Cartridge<br>(Full list) | 47-2346-11/<br>47-2346-09/<br>47-2346-10 |                        |                     |
| <b>8315</b>                          | Carbonyl Compounds                 | C18/DVB/HLB-M   | 47-2346-02/<br>47-2346-06/<br>47-2346-09 | C18/DVB                | 47-6005/<br>47-6001 |
| <b>8318</b>                          | N-methylcarbamates                 | HLB   | 47-2346-08,<br>-09, -10                  |                        |                     |
| <b>8330</b>                          | Nitroaromatics and Nitramines      | DVB/HLB-M   | 47-2346-06/<br>47-2346-09                | DVB                    | 47-6001             |
| <b>Emerging Contaminants</b>         |                                    |   |  |                        |                     |
| <b>Pharmaceutical<br/>Compounds</b>  |                                    | HLB M/L   | 47-2346-09/<br>47-2346-08                |                        |                     |
| <b>Endocrine<br/>Disrupters</b>      |                                    | HLB M/L   | 47-2346-09/<br>47-2346-08                |                        |                     |
| <b>Carbaryl</b>                      |                                    | C18   | 47-2346-02                               | C18/HC-C18             | 47-6005/<br>47-6006 |
| <b>Microcystins</b>                  |                                    | C18   | 47-2346-02                               | C18/HC-C18             | 47-6005/<br>47-6006 |
| <b>Nonyl phenol<br/>(Surfactant)</b> |                                    | DVB   | 47-2346-06                               | DVB                    | 47-6001             |
| <b>Bisphenol A</b>                   |                                    | DVB   | 47-2346-06                               | DVB                    | 47-6001             |
| <b>Carbamates</b>                    |                                    | HLB-M   | 47-2346-09                               |                        |                     |
| <b>Paraquat and<br/>Diquat</b>       |                                    | ISOLUTE® C8(EC)<br>Cartridge                                      | 291-0050-C                               |                        |                     |

**Note:** High capacity Atlantic® ReadyDisk C18-HC (part number 47-6006) may be substituted in methods where the standard Atlantic® ReadyDisk C18 does not give sufficient retention of more polar analytes.

\* Atlantic® ReadyDisks are not recommended for wastewater samples with a high level of particulates

# Ordering Information

## SPE Consumables for Semi-Volatile Compounds

| Part Number                  | Description   | Quantity |
|------------------------------|---|----------|
| <b>Atlantic® SPE Disks</b>   |   |          |
| 47-2346-02                   | Atlantic C18 Disk, 47 mm                            | 24       |
| 47-2346-13                   | Atlantic High Capacity C18 Disk, 47 mm              | 24       |
| 47-2346-06                   | Atlantic DVB Disk, 47 mm                            | 24       |
| 47-2346-11                   | Atlantic 8270 One Pass Disk, 47 mm                  | 24       |
| 47-2346-08                   | Atlantic HLB-L Disk, 47 mm                          | 40       |
| 47-2346-09                   | Atlantic HLB-M Disk, 47 mm                          | 30       |
| 47-2346-10                   | Atlantic HLB-H Disk, 47 mm                          | 24       |
| 49-2620-01                   | One-Pass Carbon Cartridge Max Detect                | 16       |
| <b>Atlantic® Pre-Filters</b> |   |          |
| FFAP-47-HT                   | Atlantic Fast Flow Pre-Filter 47 mm – Coarse 5.0 µm | 50       |
| FFAP-100-HS1                 | Atlantic Fast Flow Pre-Filter 90 mm – Fine 1.0 µm   | 50       |
| FFAP-100-HS5                 | Atlantic Fast Flow Pre-Filter 90 mm – Coarse 5.0 µm | 50       |
| <b>Atlantic® ReadyDisks</b>  |   |          |
| 47-6005                      | Atlantic ReadyDisk C18                              | 24       |
| 47-6006                      | Atlantic ReadyDisk HC-C18                           | 24       |
| 47-6001                      | Atlantic ReadyDisk DVB                              | 24       |
| <b>SPE Cartridges</b>        |   |          |
| 101-0050-C                   | ISOLUTE® 101 500 mg/6 mL                            | 30       |
| 291-0050-C                   | ISOLUTE® C8(EC) 500 mg/6 mL                         | 30       |

Compatible with Manual and Automated SPE Systems.

## SPE Consumables for Oil & Grease

| Part Number   | Description                             | Quantity |
|---|---|----------|
| <b>Pacific®/Pacific® Premium Oil &amp; Grease Disks</b> |   |          |
| 1664-47-PHT   | Pacific Premium 47 mm Oil & Grease Disk | 50       |
| 1664-100-PHT  | Pacific Premium 90 mm Oil & Grease Disk | 50       |
| 1664-47-HT  | Pacific 47 mm Oil & Grease Disk         | 50       |
| 1664-90-HT  | Pacific 90 mm Oil & Grease Disk         | 50       |
| <b>Pacific® Pre-Filters</b>                             |   |          |
| FFP-47-HT   | Pacific O&G Fast Flow Pre-Filter 47 mm  | 50       |
| FFP-90-HT   | Pacific O&G Fast Flow Pre-Filter 90 mm  | 50       |

## Consumables for Solvent Drying

| Part Number     | Description   | Quantity |
|-----------------|---|----------|
| <b>DryDisk®</b> |   |          |
| 40-1000-HT      | DryDisk-R 65 mm   | 100      |
| 49-2486-01      | DryDisk Barrel, 50 mL                                       | 36       |
| 50-0914         | Assembly 65 mm Complete, DryDisk                            | 1        |
| SDS-101-19/22   | Solvent Drying System (19/22 taper)                         | 1        |
| SDS-101-24/40   | Solvent Drying System (24/40 taper)                         | 1        |
| 27-0731-01      | Solvent Drying System Reservoir, 65 mm, DryDisk             | 1        |
| 50-0749-01      | Solvent Drying System - SDS 101 Manifold Assembly, DryDisk® | 1        |

## Additional Consumables and Accessories

| Part Number                       | Description  | Quantity |
|-----------------------------------|--|----------|
| <b>Oil &amp; Grease Standards</b> |  |          |
| 50-003-HT                         | Oil & Grease Standards, 26 mL                        | 4        |
| 50-021-HT                         | Oil & Grease Standards, 40 mg                        | 20       |
| <b>Weigh Pans</b>                 |  |          |
| 50-002-HT                         | Oil & Grease Aluminium Weighing Pans, 70 mm, 55 mL   | 100      |
| 50-002-02-HT                      | Oil & Grease Aluminium Weighing Pans, 105 mm, 125 mL | 100      |



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Biotage is a worldwide supplier of instruments and accessories designed to facilitate the work of laboratory and process chemists. With our deep knowledge of the industry, academic contacts and in-house R&D teams, we can deliver the best solutions to your challenges. We take great pride in our flexibility and ability to meet our customer's individual needs. With strong foundations in both analytical, organic and process chemistry, we can offer the widest range of solutions available on the market.

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## Literature Number: PPS582

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# Site Requirements

## Biotage® Horizon 5000



## Biotage® 1-Point Support™

North America 704-654-4900 or toll free 1-800-446-4752

Europe +46 18 56 59 11

Japan +81-3-5627-3123

China +86 21 2898 6655

Korea +82 31 706 8500

India +91 22 4005 3712

### Dear Valued Customer

The following document will assist you in the preparation of your laboratory for a successful installation of Biotage® Horizon 5000. Please read and sign where indicated at the end of this document. Your signature validates that you have understood our requirements. We cannot guarantee a complete installation or demonstration if the requirements are not met. If you have any questions, please do not hesitate to contact Biotage® 1-Point Support™.

### System Specifications to be Met

**Please note: All items are mandatory, and must be within the immediate area of installation upon the technician's arrival. If items are not readily available, we will have to reschedule at the customer's expense.**

#### Location

Dimensions: 19 x 19 5/8 x 21 in. (48.3 x 49.9 x 53.3 cm) (W x D x H)

Weight: 61.7 lbs. (28.0 kg)

An additional 12 x 24 x 20 in. (31 x 61 x 51 cm) (W x D x H) of space should be allocated for the waste recovery bottles.

#### Ventilation

Solvent vapors from the disk holder are drawn through the extractor and must be adequately vented. There are two options for venting the Horizon 5000:

Inside Chemical Fume Hood: No additional ventilation is required.

Outside of Chemical Fume Hood: An exhaust hose of no more than 10 ft. (3.05 m) should be run from the extractor to a ventilation source. The Exhaust Kit (PN 49-5006-01) can be purchased separately.

#### Electrical Supply (Region Dependant)

One outlet is required per 3-Position Module:

Line Voltage: 100-240 VAC (to the power supply)

Line Frequency: 50-60 Hz

Maximum Power: 300 W

The proper power cord must be specified on the ordering document.

One outlet will be required for the computer which will be used to control the extractor. For the power requirements for the computer, please reference the manufacture's documentation.

It is highly recommended that all Modules be placed on an Uninterruptable Power Supply of 750 W or greater. At a minimum a surge suppressor is required.

#### SPE Disks

The Biotage Horizon 5000 is specifically tested to ensure its performance with Atlantic and Pacific brand disks, to ensure that the installer is aware of the specific needs of the site, please list all desired methods being run as well as the SPE Disks/Cartridges that have been purchased to meet these needs:

Methods:

SPE Disks/Cartridges:

#### Gas (optional)

If desired, nitrogen may be used to enhance certain processes on the Horizon 5000 provided that the optional Nitrogen Kit was purchased at the time of sale (PN 50-5085). A clean, dry, regulated source of nitrogen should be installed. The pressure should be regulated to within 60-80 psi. A 1/8 inch male NPT fitting is supplied with the kit. Any further fittings which are needed to adapt to this tubing must be supplied by the customer.

**PC Requirements  
(Minimum)****Processor:** 4th Generation Intel Core i3, or equivalent, in either 32 or 64 bit.**Operating System:** Windows 7 Professional, 32 or 64 bit.**Memory:** 4 GB DDR**Screen:**

- » Desktop: 20 in. (50 cm) or greater HD LCD
- » Laptop: 15 in. (38 cm) or greater
- » Resolution: 1024 x 768 px.

**Graphics:** Integrated**Hard Drive:** 250 GB 5400 RPM SATA**Networking:** Ethernet 100 Base T or greater**Sound:** Required only for alert notifications**Software:** Adobe Reader**USB:** At least one USB 2.0 port per Horizon 5000

Please note that one PC can support up to four Horizon 5000 instruments provided there are sufficient USB ports available.

**Solvents**

HPLC or Pesticide grade solvents are recommended for conditioning the Solid-Phase Extraction (SPE) Disk as well as eluting the target analytes from the SPE Disk. The Horizon 5000 can accommodate most standard solvent bottle glassware. There are three types of Solvent Lines available for purchase with the Horizon 5000, ensure that the Solvent Lines ordered accommodate the Bottles being used:

- » Part Number: 49-5003 – Universal Solvent Lines
- » Part Number: 49-5002 – GL45 (Schott) Bottle Solvent Lines
- » Part Number: 49-5001 – 38 x 430 (Wheaton) Bottle Solvent Lines; includes (7) bottles

**Company:****Customer  
Name:****Phone:****Signature:****Date:****Literature Number: UI426**

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

State of West Virginia  
 Request for Quotation  
 27 - Miscellaneous

Proc Folder: 753633

Doc Description: Automated Solid Phase Extractor

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-07-23  | 2020-08-06<br>13:30:00 | CRFQ 1400 AGR2100000003 | 1       |

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Name, Address and Telephone Number:**

Biotage LLC  
 16 Northwestern Drive  
 Salem, New Hampshire 03079  
 1-704-654-4900

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X Eberhard w. Rau

FEIN # 043535072

DATE August 04, 2020

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of READ to establish a contract for the one-time purchase of Automated Solid Phase Extractor per the terms and conditions and specifications as attached.

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

| Line | Comm Ln Desc                    | Qty     | Unit Issue | Unit Price  | Total Price |
|------|---------------------------------|---------|------------|-------------|-------------|
| 1    | Automated Solid Phase Extractor | 1.00000 | LS         | \$42,874.00 | \$42,874.00 |

| Comm Code | Manufacturer | Specification                   | Model #                  |
|-----------|--------------|---------------------------------|--------------------------|
| 41000000  | Biotage LLC  | Automated Solid Phase Extractor | SPE-5000 and Accessories |

**Extended Description :**

Please see the attached Exhibit A Pricing Page for requested pricing structure. Please note your total bid amount in the commodity line.

**SCHEDULE OF EVENTS**

| Line | Event                                       | Event Date |
|------|---|------------|
| 1    | Technical Question Deadline at 9:00 AM (ET) | 2020-07-31 |



## 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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 01/09/2020

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: July 31, 2020 at 9:00 AM (ET)

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

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

**SEALED BID:**  
BUYER: Jessica Chambers  
SOLICITATION NO.: CRFQ AGR2100000003  
BID OPENING DATE: 08/06/2020  
BID OPENING TIME: 1:30 PM (ET)  
FAX NUMBER: (304)558-3970

Revised 01/09/2020

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 \_\_\_\_\_<sup>N/A</sup> 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: August 6, 2020 at 1:30 PM (ET)

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 must 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. 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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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: 100,000.00 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. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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 01/09/2020

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.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**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.

Paul Cannon / Technical Sales - Mid Atlantic

(Name, Title)

Paul Cannon / Technical Sales - Mid Atlantic

(Printed Name and Title)

16 Northwestern Drive, Salem, NH 03079

(Address)

1-603-401-0479 / 1-434-296-8217

(Phone Number) / (Fax Number)

paul.cannon@biotage.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.

Biotage LLC

(Company)

Eberhard W. Rau / CFO



(Authorized Signature) (Representative Name, Title)

Eberhard W. Rau / CFO

(Printed Name and Title of Authorized Representative)

August 04, 2020

(Date)

1-704-654-4900 / 1-434-296-8217

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Automated Solid Phase Extractor

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of READ to establish a contract for the one-time purchase of Automated Solid Phase Extractor.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means device capable of performing Solid Phase Extraction as more fully described by these specifications.
  - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“Validation”** means is the process used to confirm that analytical procedure employed for a specific test or matrices is suitable for the intended use
  - 2.5 **“Warranty”** Mean 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.
  - 2.6 **“Installation”** means unpacking and setting instrumentation in place with all connections secured for the instrument(s) to be in working order including software installation
  - 2.7 **“Preventive Maintenance”** means routine service conducted by the Vendor that is recommended to keep the instrument fully operational.
  - 2.8 **“Training”** means teaching staff on-site on how to use, and maintain the instrument and software
  - 2.9 **“Service”** means performing routine maintenance work or repair to the instrument or software
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below the Automated Solid Phase Extractor.
    - 3.1.1 **Solid Phase Extractor Unit**
      - 3.1.1.1 Solid Phase Extractor Unit must be suitable for a wide variety of environmental matrices such ground water and wastewater.

REQUEST FOR QUOTATION  
**Automated Solid Phase Extractor**

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- 3.1.1.2** Solid Phase Extractor Unit must be compatible with Environmental Protection Agency (EPA) 525.3.
- 3.1.1.3** Solid Phase Extractor Unit must be compatible to handle at least 1 liter of sample.
- 3.1.1.4** Solid Phase Extractor Unit must be capable of handling at least 4 solvents.
- 3.1.1.5** Solid Phase Extractor Unit must be capable of handling at least 6 samples at once.
- 3.1.1.6** Solid Phase Extraction must have a close system with fan to vent solvent.
- 3.1.1.7** Solid Phase Extraction must have positive pressure loading and elution of samples that ensures more uniformity.
- 3.1.1.8** Solid Phase Extraction must include a maintenance kit (O-rings, Tubings, and Fittings).
- 3.1.1.9** Vendor must provide documentation for recommended environmental conditions, electrical requirement, or any other factor that would affect instrument performance.

REQUEST FOR QUOTATION  
Automated Solid Phase Extractor

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**3.1.2 Software for Extractor**

3.1.2.1 Software version current (or latest) must be included in price.

3.1.2.2 Software must be compatible with EPA 525.3.

3.1.2.3 Software must be equipped to create methods that automate the following SPE processes, conditioning the cartridge, loading sample onto the cartridge, rinsing the cartridge, drying the cartridge, eluting the sample.

3.1.2.4 Software must be installed on a PC running either Microsoft or newer version.

3.1.2.5 Software updates will be provided at no additional cost.

**3.1.3 Installation**

3.1.3.1 Vendor must be onsite for performing the installation (labor and supplies for installation must be included).

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

3.1.3.3 Installation shall be performed by the vendor who shall agree to have an adequate number of trained staff and material within 30 days of completion.

**3.1.4 Warranty**

3.1.4.1 Vendor will provide a full one-year parts and labor warranty on all items, including preventative maintenance that are recommended by the Vendor's preventative maintenance service plans.

**3.1.5 Training**

3.1.5.1 Vendor will provide on-site training (labor and non-consumable supplies for training must be included for the instrument and software).

**3.1.6 Preventive Maintenance**

REQUEST FOR QUOTATION  
**Automated Solid Phase Extractor**

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**3.1.6.1** Preventive maintenance services shall be performed by the vendor who shall agree to have adequate number of trained staff and replacement parts available in order to comply with the requirements 3.1.6.2.

**3.1.6.2** Vendor must respond to service calls within 24 hours.

**3.1.6.3** Vendor must capable of performing all requests for repairs and/or service within three business days of request.

**3.1.6.4** After any representative maintenance or repairs have been completed on the instrument, Vendor shall guarantee the accuracy and precision of the instrument at the location where the instrument will be used.

**3.1.6.5** Report of service will be signed by State of WV authorized laboratory personnel to ensure work has been completed.

**4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by sending a quote for device. 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.



REQUEST FOR QUOTATION  
Automated Solid Phase Extractor

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**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 90 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 313 Gus R Douglass Lane, Charleston, WV 25312.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

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

REQUEST FOR QUOTATION  
**Automated Solid Phase Extractor**

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- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2 Failure to comply with other specifications and requirements contained herein.
  - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
- 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.
- 8 FACILITIES ACCESS:** Performance of Services will require access to the facility.
- 8.1.1 Vendor must identify principal service personnel who will be asked for identification upon entrance to the facility
  - 8.1.2 Anyone performing under this contract will be subject to Agency's security protocol and procedures

EXHIBIT A - PRICING PAGE


| Item No. | Description   | Model No/Brand Name | Quantity | Unit Price   | Extended Amount |
|----------|---|---------------------|----------|--------------|-----------------|
|          | Solid Phase Extractor Unit, software                            | SPE-DEX 5000 w/acc  | 1        | \$ 38,299.00 | \$ 38,299.00    |
|          | shipping charges and inside delivery                            | Ground Shipment     | 1        | \$ 400.00    | \$ 400.00       |
|          | Installation/validation   | (*)                 | 1        |              | \$ -            |
|          | training/warranty   | (*)                 | 1        |              | \$ -            |
|          | preventive maintenance  | (*)1st Year PM Plan | 1        | \$ 4,175.00  | \$ 4,175.00     |
|          | (*) Includes Install/Validation and Training/12 Month Warranty. |                     |          |              |                 |
|          | (See attached quotation number: 18837 V2)                       |                     |          |              |                 |
|          |   |                     |          |              |                 |
|          |   |                     |          |              |                 |
|          |   |                     |          |              |                 |
|          |   |                     |          |              |                 |
|          |   |                     |          | GRAND TOTAL  | \$ 42,874.00    |

Name: Paul Cannon / Biotage LLC

Address: 16 Northwestern Drive  
Salem, New Hampshire 03079

Phone: 1-603-401-0479

Email Address: paul.cannon@biotage.com

Authorized Signature: 

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 signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Biotage LLC

Authorized Signature: Eberhard W. Rau /  Date: August 04, 2020

State of New Hampshire

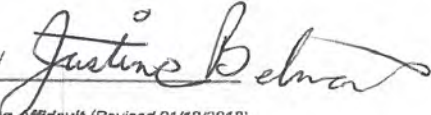
County of Rockingham, to-wit:

Taken, subscribed, and sworn to before me this 04<sup>th</sup> day of August, 2020.

My Commission expires June 21, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC

Justine Belmont / 

Purchasing Affidavit (Revised 01/19/2018)

