



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

Header @ 10

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1033322

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: SensoScientific, Inc.

Alias/DBA:

Total Bid: \$102,845.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2200000022

Published Date: 4/27/22

Close Date: 5/12/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 10

Total of All Attachments: 10



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1033322
Solicitation Description: TEMPERATURE/HUMIDITY MONITORING SYSTEM
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-05-12 13:30	SR 1400 ESR05122200000007105	1

VENDOR
 VS0000040254
 SensoScientific, Inc.

Solicitation Number: CRFQ 1400 AGR2200000022

Total Bid: 102845

Response Date: 2022-05-12

Response Time: 11:51:20

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X **FEIN#** **DATE**

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	Temperature/Humidity Monitoring System	1.00000	EA	51715.000000	51715.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Please see attached proposal

Extended Description:

Includes Probes, Cables, Modules, and Software

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Installation/Validation	1.00000	EA	22140.000000	22140.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Please see attached proposal

Extended Description:

Installation/Validation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Calibration	1.00000	EA	16350.000000	16350.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Please see attached proposal

Extended Description:

Calibration

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

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Included with contract - Please see attached proposal

Extended Description:

Warranty

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Shipping	1.00000	EA	650.000000	650.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments: Please see attached proposal

Extended Description:

Shipping

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Maintenance Service, Training & Support	1.00000	EA	11990.000000	11990.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Please see attached proposal - Included with the Calibration portion of proposal

Extended Description:

Maintenance Service, Training & Support



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

State of West Virginia
 Centralized Request for Quote
 Miscellaneous

Proc Folder: 1033322			Reason for Modification:
Doc Description: TEMPERATURE/HUMIDITY MONITORING SYSTEM			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-20	2022-05-12 13:30	CRFQ 1400 AGR2200000022	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor Signature X *Tammi Jernite* **FEIN#** 59-3805370 **DATE** May 12, 2022

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF TEMPERATURE/HUMIDITY MONITORING SYSTEM, WHICH INCLUDES TEMPERATURE AND HUMIDITY PROBES, CABLES, MODULES, AND SOFTWARE, WITH SHIPPING, INSTALLATION, AND WARRANTY PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temperature/Humidity Monitoring System	1.00000	EA		<i>Please see attached spreadsheet</i>

Comm Code	Manufacturer	Specification	Model #
41000000			

Extended Description:
Includes Probes, Cables, Modules, and Software

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Installation/Validation	1.00000	EA		<i>Please see attached spreadsheet</i>

Comm Code	Manufacturer	Specification	Model #
41000000			

Extended Description:
Installation/Validation

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Calibration	1.00000	EA	<i>Please see attached spreadsheet</i>	

Comm Code	Manufacturer	Specification	Model #
41000000			

Extended Description:
Calibration

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Warranty	1.00000	EA	<i>Please see attached spreadsheet</i>	

Comm Code	Manufacturer	Specification	Model #
41000000			

Extended Description:
Warranty

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV US	

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

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:
Shipping

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Maintenance Service, Training & Support	1.00000	EA		<i>Please see attached spreadsheet</i>

Comm Code	Manufacturer	Specification	Model #
41000000			

Extended Description:
Maintenance Service, Training & Support

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2022-04-27

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: April 27, 2022 at 10:00 AM ET

Submit Questions to: Crystal Husted
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.husted@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____^{n/a}_____convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Crystal Husted

SOLICITATION NO.: CRFQ AGR2200000022

BID OPENING DATE: May 12, 2022

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

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 *wv*OASIS (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: May 12, 2022 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: 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: 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____
_____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

the contract will continue for _____ years;

the 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).

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: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

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

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 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.

*****STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

*****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WV DEPT OF AGRICULTURE
1900 KANAWHA BLVD E, CHARLESTON, WV 25305

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: 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.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Name, Title) Tammi Zirnite
(Printed Name and Title) National Sales/Account Manager
(Address) 685 Cochran St. Suite 200
(Phone Number) / (Fax Number) 805-915-4474 (fax) 888-238-6002
(email address) tammi.zirnite@sensoscientific.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

SensoScientific Inc.

(Company)

Tammi Zirnite

(Authorized Signature) (Representative Name, Title)

Tammi Zirnite National Sales/Account Manager

(Printed Name and Title of Authorized Representative) (Date)

805-915-4474 (fax) 800-238-6002

(Phone Number) (Fax Number)

tammi.zirnite@sensoscientific.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGR220000022

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 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.

SensoScientific Inc.

Company

Tammi Zivite

Authorized Signature

May 7, 2022

Date

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

REQUEST FOR QUOTATION
CRFQ AGR2200000022
Temperature/Humidity Monitoring System

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Agriculture to establish a contract for the one-time purchase of temperature/humidity monitoring system, which includes temperature and humidity probes, cables, modules and software, with shipping, installation, and warranty. It will also include a one-year NIST traceable calibration service and support and maintenance. This will include data storage, training, remote technical support, on-site applications support, alerts, and remote monitoring.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means the Temperature/Humidity Monitoring System, which includes probes, cables, modules and software, shipping, installation, warranty, calibration service, support, and maintenance 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 **“Deliverables”** means all items being purchased through this RFQ.

 - 2.5 **“Maintenance Plan”** means routine service conducted by the vendor that is recommended to keep the instrument fully operational.

 - 2.6 **“Warranty”** means the written warranty of the manufacturer of a new instrument of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under that warranty.

 - 2.7 **“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.

REQUEST FOR QUOTATION
CRFQ AGR220000022
Temperature/Humidity Monitoring System

3.1.1 Temperature/Humidity Monitoring System

3.1.1.1 The Temperature/Humidity Monitoring System must accommodate a temperature range of -200°C to 200°C.

3.1.1.2 The Temperature/Humidity Monitoring System must accommodate a humidity range of 0%RH to 100%RH.

3.1.1.3 The Temperature/Humidity Monitoring System must have Wi-Fi Compatibility.

3.1.1.4 The Temperature/Humidity Monitoring System must have dual power, both battery and AC Power.

3.1.1.5 The Temperature/Humidity Monitoring System must have a temperature accuracy of $\pm 0.5^{\circ}\text{C}$.

3.1.1.6 The Temperature/Humidity Monitoring System must utilize cloud technology for data storage.

3.1.1.7 The Temperature/Humidity Monitoring System must be able to provide alerts when equipment is not operating under optimal conditions.

3.1.1.8 The Temperature/Humidity Monitoring System must provide readings that are time-stamped and unable to be altered by the user.

3.1.1.9 The Temperature/Humidity Monitoring System must be approved for use in the equipment and rooms listed below. The item type, total number, typical temperature range, number of probes per item,

REQUEST FOR QUOTATION
CRFQ AGR2200000022
Temperature/Humidity Monitoring System

and requirements will be provided to assist the vendor in providing an accurate quote.

Item	Total Number	Typical Temp. Range	# Probes per Item	Specific Requirements
Germinator	1	15°C - 35°C	6	Temperature & Humidity
Refrigerator	50	0°C - 5°C	2	Temperature Only
Freezer	15	-10°C - -30°C	1	Temperature Only
Oven	7	55°C - 125°C	1	Temperature Only
-80 Freezer	4	-80°C	2	Temperature Only
Incubator, Large	20	30°C - 40°C	2	Temperature & Humidity
Incubator, Small	3	30°C - 40°C	1	Temperature & Humidity
Desiccator	1	Ambient	1	Temperature & Humidity
Room	13	Ambient	1	Temperature & Humidity

REQUEST FOR QUOTATION
CRFQ AGR2200000022
Temperature/Humidity Monitoring System

3.1.2 Shipping

3.1.2.1 Equipment must be delivered within 90 days after receipt of order.

3.1.2.2 The bidder must explain the details of its proposed packaging sizes for the deliverable(s).

3.1.3 Warranty

3.1.3.1 The vendor must provide a three-year parts and labor warranty on all items.

3.1.4 Installation and Validation

3.1.4.1 Vendor must perform the installation (labor and supplies included) of the Temperature/Humidity Monitoring System.

3.1.4.2 The vendor must provide a written validation of the system's performance after installation.

3.1.5 Maintenance, Support, and Calibration

3.1.5.1 Maintenance services shall be performed by the vendor who shall agree to have an adequate number of trained staff and replacement parts available to comply with the requirements in 3.1.5.2 and 3.1.5.3.

3.1.5.2 Vendor must respond to service calls within 24 hours.

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

3.1.5.4 After any maintenance or repairs have been completed on a particular instrument, the vendor shall guarantee the accuracy and precision of the instrument at the location where the instrument will be used.

REQUEST FOR QUOTATION
CRFQ AGR2200000022
Temperature/Humidity Monitoring System

3.1.5.5 Reports of service will be signed by State of WV authorized laboratory personnel to ensure work has been completed.

3.1.5.6 Vendor support shall include cloud data storage, training, remote technical support, alerts, and automatic updates to software.

3.1.5.7 Vendor shall provide one year of ISO accredited calibration service for all temperature/humidity monitoring devices.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page by placing all-inclusive information in each column for item number, model/brand name, unit price and extended amount. There should be a price for the probes, cables, modules and software, shipping, warranty, service, and calibration. If there is no charge for any deliverable, indicate in the cell with "no charge". The bidder/vendor information must be completed and include an authorize signature. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

5. PAYMENT:

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

REQUEST FOR QUOTATION
CRFQ AGR2200000022
Temperature/Humidity Monitoring System

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. Vendor shall deliver the Contract Items within 90 days after receiving a purchase. Contract Items must be delivered to West Virginia Department of Agriculture 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
CRFQ AGR2200000022
Temperature/Humidity Monitoring System

- 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.

Please see attached spreadsheet with signature and pricing

CRFQ AGR2200000022

Item No.	Description	Model #/Brand Name	Quantity	Unit Price	Extended Amount
1	Temperature/Humidity Monitoring System Probes, Cables, Modules, & Software	Includes	1		
2	Installation/Validation		1		
3	Calibration		1		
4	Warranty		1		
5	Shipping		1		
6	Maintenance Service, Training, & Support		1		
Failure to use this form may result in disqualification				Grand Total	

Bidder / Vendor Information

Name:	
Address:	
Phone:	
Email Address:	
Authorized Signature:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

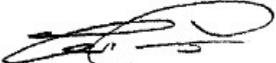
PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 21820 Burbank Blvd., Suite 175 Woodland Hills CA 91367 License#: 0726293 SENSINC-06	CONTACT NAME: Tracy Bennett PHONE (A/C. No. Ext): 805-422-3544 E-MAIL ADDRESS: tracy_bennett@ajg.com	FAX (A/C. No): 818-316-0990													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B : National Fire & Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER C : Houston Casualty Company</td> <td>42374</td> </tr> <tr> <td>INSURER D : Burlington Insurance Company</td> <td>23620</td> </tr> <tr> <td>INSURER E : Great American E&S Insurance Company</td> <td>37532</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance Company	24856	INSURER B : National Fire & Marine Insurance Co	20079	INSURER C : Houston Casualty Company	42374	INSURER D : Burlington Insurance Company	23620	INSURER E : Great American E&S Insurance Company	37532	INSURER F :
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 1023119296 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		399BG05175	9/29/2021	9/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			399BG05175	9/29/2021	9/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			399BE04123 XS E775484	9/29/2021 9/29/2021	9/29/2022 9/29/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	BUSINESS PERSONAL PROPERTY TECH E&O/CYBER PROFESSIONAL LIABILITY			12PRM032173-06 H21TG30700-00	9/29/2021 3/20/2021	9/29/2022 4/20/2022	LIMIT: \$650,000 LIMIT: \$5,000,000 LIMIT: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of WV is additional insured under General Liability where required by written contract.

CERTIFICATE HOLDER WV DEPT OF AGRICULTURE 1900 KANAWHA BLVD E CHARLESTON WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Centralized Request for Quote
 Miscellaneous**

Proc Folder: 1033322			Reason for Modification:
Doc Description: TEMPERATURE/HUMIDITY MONITORING SYSTEM			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-20	2022-05-12 13:30	CRFQ 1400 AGR2200000022	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: Vendor

Name : SensoScientific, Inc.

Address : 685

Street : Cochran St.

City : Simi Valley

State : CA **Country :** USA **Zip :** 93065

Principal Contact : Tammi Zirnite

Phone: 805-915-4474 (Direct Line) **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor Signature X **FEIN# 593805370** **DATE May 7, 2022**

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF TEMPERATURE/HUMIDITY MONITORING SYSTEM, WHICH INCLUDES TEMPERATURE AND HUMIDITY PROBES, CABLES, MODULES, AND SOFTWARE, WITH SHIPPING, INSTALLATION, AND WARRANTY PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION	
1900 KANAWHA BLVD E		313 GUS R DOUGLAS LN, BLDG 11	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temperature/Humidity Monitoring System	1.00000	EA		\$55,465.00

Comm Code	Manufacturer	Specification	Model #
41000000		Product Numbers and Description, Quantities, Unit Price are broken down on CRFQ AGR2200000022 Pricing Page	

Extended Description:
Includes Probes, Cables, Modules, and Software

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION	
1900 KANAWHA BLVD E		313 GUS R DOUGLAS LN, BLDG 11	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Installation/Validation	1.00000	EA	\$14,640.00	
	(With Traveling to location)	1.00000		\$7,500.00	\$22,140.00

Comm Code	Manufacturer	Specification	Model #
41000000		To have technician(s) travel on-site and perform installation and training	/INST and /TRAVEL

Extended Description:
Installation/Validation

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Calibration	1.00000	EA (26)Single Calibration (96) Dual Calibration	\$75.00 Per Probe \$150.00 Per Probe	\$16,350.00

Comm Code	Manufacturer	Specification	Model #
41000000	Annual A2LA Calibration Program - Service	(in 2023 - \$30.00 Per Probe is added to Annual Calibration Total 2023 \$19,710.00	/A2LA1Y

Extended Description:
Calibration

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Warranty	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
41000000	A Three Year Warranty is Included with Initial Purchase of System		

Extended Description:
Warranty

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Shipping	1.00000	EA		\$650.00

Comm Code	Manufacturer	Specification	Model #
78121603		Shipping and Handling is one single charge	

Extended Description:
Shipping

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Maintenance Service, Training & Support	1.00000	EA	(26) Single Temperature \$55.00 (96) Dual Temperature \$110.00	\$1,430.00 \$11,040.00

Comm Code	Manufacturer	Specification	Model #
41000000		/CLOUD Maintenance Service & Support - Single and Dual Temperature	\$14,040.00

Extended Description:
Maintenance Service, Training & Support

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2022-04-27

	Document Phase	Document Description	Page
AGR2200000022	Final	TEMPERATURE/HUMIDITY MONITORING SYSTEM	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ AGR2200000022

Addendum Number: 1

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:

1. To provide answers to vendor questions

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 AGR2200000022

Addendum 1

Answers to Vendor Questions

Question 1. Page 28 – Equipment List

Germinator - # Probes per Item: 3 & Specific Requirements: Temperature & Humidity ○ Should this be read as 3 Temperature & Humidity for a total of 6 monitored parameters?

Answer 1. Due to the size of the chamber, we will monitor temperature and humidity at the top, middle, and bottom. You are correct, there will be 6 monitored parameters.

Question 2. Refrigerator - # Probes per Item: 2 & Specific Requirements: Temperature

Only ○ Please confirm that each refrigerator requires 2 Temperature Probes.

Answer 2. Each refrigerator will require a temperature probe at the top and bottom of the chamber for a total of two probes per refrigerator.

Question 3. -80 Freezer - # Probes per Item: 2, Specific Requirements: Temperature Only ○ Please confirm that each -80 Freezer requires 2 Temperature Probes.

Answer 3. Each -80 freezer will require a temperature probe at the top and bottom of the chamber for a total of two probes per -80 freezer.

Question 4. Incubator, Large - # Probes per Item: 2 & Specific Requirements: Temperature & Humidity ○ Should this be read as 2 Temperature & Humidity for a total of 4 monitored parameters per Incubator, Large?

Answer 4. Due to the size of the chamber, we will monitor temperature and humidity at the top and bottom. You are correct, there will be 4 monitored parameters.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR2200000022

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.

SensoScientific, Inc

Company

Tammi Zirnite

Authorized Signature

May 5, 2022

Date

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



West Virginia Department of Agriculture

PROPOSAL

Temperature/Humidity Monitoring System

This document was prepared by:

Tammi Zirnite

Regional Sales/Account Manager

tammi.zirnite@sensoscientific.com

805-915-4474

May 12, 2022

Mrs. Crystal Hustead,

Thank you for this opportunity and in the submission for the Temperature Monitoring Project, which will be implemented in The West Virginia Department of Agriculture.



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VIII. CONTRACT AWARD	15

I. Introduction

Since 2005, we have dedicated ourselves to providing consistent product enhancements, innovation and product improvements that meet the changing needs of the healthcare environment, making SensoScientific the most advanced and practical wireless system available in the market.

SensoScientific is specifically designed to meet strict regulatory compliance for hospitals, life science, and other applications. Our clients use the SensoScientific system throughout the any facility, whether onsite or in remote satellite. The system can be deployed in any room, refrigerator, freezer, incubator, blanket warmer or any other type of temperature sensitive equipment.

We design, engineer, and manufacture our own transmitters and firmware. This helps ensure seamless system functionality with zero dependency on third party manufacturers. Furthermore, savings are directly passed on to you – making us the most cost-effective solution.

Quality is important to our business because we value our customers. We strive to provide our customers with products and services which meet and even exceed their expectations. We are committed to continuous improvement and have established a Quality Management System which provides a framework for measuring and improving our performance. We have the following systems and procedures in place to support us in our aim for total customer satisfaction and continuous improvement throughout our business:

1. Regular gathering and monitoring of customer feedback
2. A customer complaints procedure
3. Selection and performance monitoring of suppliers against set criteria
4. Training and development for our employees
5. Regular audit of our internal processes
6. Measurable quality objectives which reflect our business aims
7. Management reviews of audit results, customer feedback and complaints

Our internal procedures are reviewed regularly and are held in a Quality Manual which is made available to all employees.

This policy is posted on the Company Notice Board and can also be found in the Quality Manual. Though the VP of Business Development has ultimate responsibility for Quality, all employees have a responsibility within their own areas of work in helping to ensure that Quality is embedded within the whole of the Company.

SensoScientific has a greater than 95% contract renewal rate with customer satisfaction be of the up most importance.

There are no HealthCare Affiliations.

SensoScientific is located at:
685 Cochran St. Suite 200
Simi Valley, CA 93065
800-279-3101

II. Proposal

SensoScientific has drafted this proposal for West Virginia Department of Agriculture. The following location was considered as part of the proposed scope of services (including any affiliates, ambulatory, and satellite locations).

III. Specifications

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Agriculture to establish a contract for the one-time purchase of temperature/humidity monitoring system, which includes temperature and humidity probes, cables, modules, and software, with shipping, installation, and warranty. It will also include a one-year NIST traceable calibration service and support and maintenance. This will include data storage, training, remote technical support, on-site applications support, alerts, and remote monitoring.
SensoScientific meets and exceeds all requirements, in the proposal you will find the attached pricing sheet that has the break down. We offer 24/7 Technical Support via a ticketing system including customer service representatives to assist with your questions. Tickets can be created and submitted through the customer's cloud portal or by emailing support@sensoscientific.com. Customer Service can be reached by dialing 800-279-3101 or by emailing customerservice@sensoscientific.com.

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
 - 1.1.1 "Contract Item" means the Temperature/Humidity Monitoring System, which includes probes, cables, modules and software, shipping, installation, warranty, calibration service, support, and maintenance as more fully described by these specifications.
(Please see attached Pricing Breakdown)
 - 1.1.2 "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.
Agreed- Please see Exhibit a, Terms and Conditions can be discussed further and negotiated if contract is awarded.
 - 1.1.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
Agreed
 - 1.1.4 "Deliverables" means all items being purchased through this RFQ.
Agreed
 - 1.1.5 "Maintenance Plan" means routine service conducted by the vendor that is recommended to keep the instrument fully operational.
Agreed
 - 1.1.6 "Warranty" means the written warranty of the manufacturer of a new instrument of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under that warranty.
SensoScientific devices come with an automatic (3) three-year Warranty.
 - 1.1.7 "Service" means performing routine maintenance work or repair to the instrument or software.
SensoScientific performs "Over the Air" updates, this does not affect the customer's monitoring and the customers are informed if an update will be going out.

IV. General Requirements

2. General Requirements

4.1. Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

Yes, SensoScientific meets and exceeds all requirements for implementing the Temperature and Humidity Monitoring System.

4.1.1.1. The Temperature/Humidity Monitoring System must accommodate a temperature must accommodate a temperature range of -200°C to 200°C

Yes, Please see [Exhibit B](#) and [Exhibit C](#), this is the Spec. Sheet for the (2) Two Single Temperature Monitors provided on Pricing Sheet.

B10-200-X – Digital OTA with Probe DTP12-1 and DTP12-1H

B80-200-X – RTD OTA with Probe RTD10-L RTD10-C

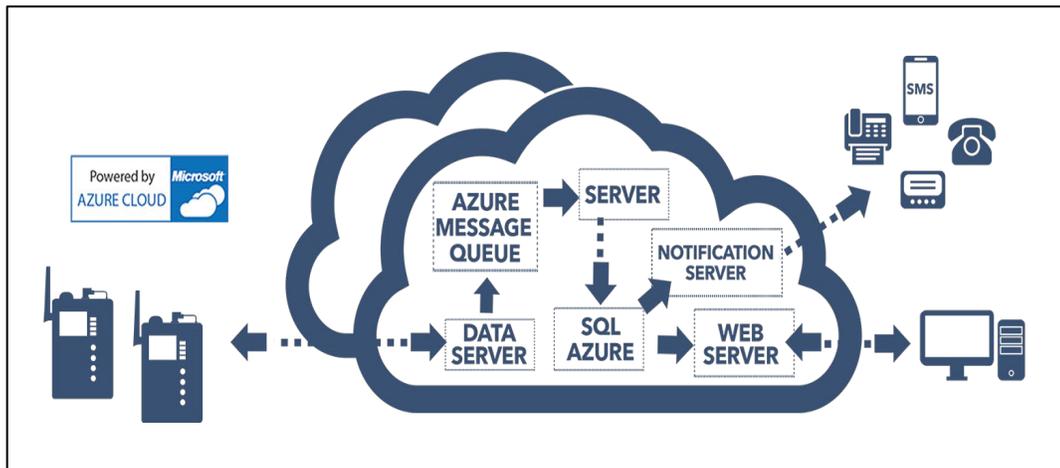
4.1.1.2. The Temperature/Humidity Monitoring System must accommodate a humidity range of 0%RH to 100%RH.

Yes, Please see [Exhibit D](#), this is the Spec. Sheet for the (1) Temperature Monitor.

B13-200-X – RTD with Probe SHTK8-KHT. (also available with a 6ft. extender if needed)

4.1.1.3. The Temperature/Humidity Monitoring System must have Wi-Fi Compatibility.

SensoScientific Sensors simply communicate measurement Data to the Microsoft Cloud by leveraging the existing 802.11 Wi-Fi Network. The Cloud will store data for the duration of services, up to (but not limited to) five (5) years. For areas or locations where Wi-Fi is unavailable, SensoScientific can deploy Semi-Commercial Access Points or Cellular Gateways to create the required wireless connectivity.



- 3.1.1.1.** The Temperature/Humidity Monitoring System must have dual power, both battery and AC Power.
Yes, All of SensoScientific's Temperature Monitoring Devices are include battery and AC power adapter.
- 3.1.1.2.** The Temperature/Humidity Monitoring System must have a temperature accuracy of $\pm 0.5^{\circ}\text{C}$.
Yes, Please see below Calibration Certificate and Accreditation in Section V.
- 3.1.1.3.** The Temperature/Humidity Monitoring System must utilize cloud technology for data storage.
Yes, SensoScientific has partners up with Microsoft to utilize the Windows Azure Clout platform for Data Storage.
- 3.1.1.4.** The Temperature/Humidity Monitoring System must be able to provide alerts when equipment is not operating under optimal conditions
Yes- you can receive notifications via visual, audible, email, text, phone, and pager.
- 3.1.1.5.** The Temperature/Humidity Monitoring System must provide readings that are time-stamped and unable to be altered by the user.
Yes- All user interaction is time stamped. There is also an option for admins to sign off digital
- 3.1.1.6.** The Temperature/Humidity Monitoring System must be approved for use in the equipment and rooms listed below. The item type, total number, typical temperature range, number of probes per item, and requirements will be provided to assist the vendor in providing an accurate quote.
Agreed – Please find attached pricing Spreadsheet that was drafted to meet your temperature monitoring criteria.

V. Wi-Fi Cloud Interface

A. Cloud Interface:

An explanation of the ability to offer cloud solutions with a description of available hosting models including any of the following:

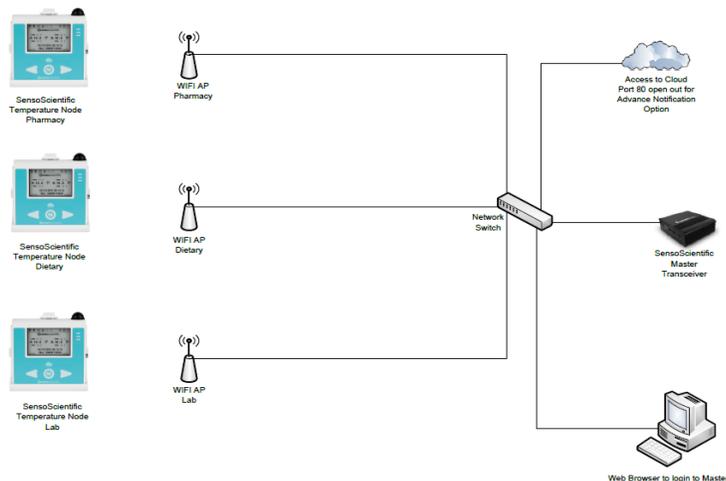
1. Cloud system infrastructure services
2. Cloud application infrastructure services
3. Cloud application services
4. Cloud business process services
5. Cloud business process services
6. Cloud ecosystem management and security services
7. ANSI/TIA-942 Rating/Tier Level
8. Disaster Recovery Plan

SensoScientific has partnered with Microsoft to utilize the Windows Azure Cloud platform for Data Storage. Their disaster recovery process includes Power Redundancy and Failover as well as Geo redundancy for worst case scenarios. Each datacenter has a minimum of two sources of electrical power, including a power generation capability for extended off-grid operation. Environmental controls are self-contained and remain operational if the facility and contained systems remain online. Physical security controls are designed to “fail closed” during power outages or other environmental incidents. In case of fire or situations that could threaten life safety, the facilities are designed to allow egress without remaining exposed.

SensoScientific is also covered under a Cyber Insurance Policy. Policy documents are available upon request

B. Business Continuity Plan:

1. Service Level Agreements that define performance with clear terms and definitions, demonstrate how performance is being measured and what enforcement mechanisms are in place to ensure SLAs are met.
2. Roles and responsibilities of QHS, provider and integrators that provide clear delineation of relationships
3. Explanation of processes and technology in place to maintain security and integrity of data existing in a cloud environment
4. Disaster recovery and business continuity options
5. E-Discovery ensuring that all data is available for legal discovery
6. E-Records processes to ensure compliance with records retention policies



VI. Pricing

Please see Pricing Spreadsheet

Item	Total Number	Typical Temp. Range	# Probes per Item	Specific Requirements
Germinator	1	15°C -35°C	3	Temperature & Humidity
Refrigerator	25	0°C - 5°C	2	Temperature Only
Freezer	15	-10°C-30°C	1	Temperature Only
Oven	7	55°C 125°C	1	Temperature Only
-80 Freezer	2	-80°C	2	Temperature Only
Incubator, Large	10	30°C - 40°C	2	Temperature & Humidity
Incubator, Small	3	30°C - 40°C	1	Temperature & Humidity
Desiccator	1	Ambient	1	Temperature & Humidity
Room	13	Ambient	1	Temperature & Humidity

Please see Sample Quote

Quantity	Product Code	Product	Product Description	Sales Price	Line Item Description	Total Price
			BID Number CRFQ-1400-AGR2200000022-2 West Virginia Agriculture Department of Regulatory Protection Division		Germinator (9) Temperature & Humidity Incubator, Large (20) Temperature & Humidity Incubator, Small (3) Temperature & Humidity Room (13) Temperature & Humidity Desiccator (1) Temperature & Humidity	
46.00	B13-200-X	OTA Node	OTA Node - Temperature / Humidity Wi-Fi connectivity transmits data to SensoScientific Cloud. Compatible M8-SHT85 probe.	\$275.00	Temperature/Humidity- 3 Year Warranty- Dual Cloud/Calibration Required	\$12,650.00
46.00	SHT85-KHT	OTA T/H Probe	Humidity/Temperature sensor, 90°Connector. (-40°C to 100°C ,0% RH to 100% RH; ±0.5°C, ±3%RH)	\$130.00	Temperature/Humidity Probe (Dual Calibration/Cloud Required)	\$5,980.00

50.00	B11-200-X	OTA Node Dual Temperature Digital	OTA Node - Double Temperature Digital Wi-Fi connectivity transmits data to SensoScientific Cloud. Compatible with DTPxx-2x probe.	\$275.00	Dual Temperature (50) Standard Temperature Refrigerator/Freezer- Per Addendum Dual Temp (Yellow Tag) Standard Refrigerator/Freezer-(3) year Warranty- Dual Cloud/ Calibration	\$13,750.00
50.00	DTP12-2	12ft Double Digital Temperature Probe	Digital Temperature Probe - 12 feet -2 probes (OTA Series)	\$130.00	Digital Probes-Dual (Calibration for Standard Refrigerator/Freezer) - Yellow Tags (Oven 7) - High Temperature	\$6,500.00
7.00	B10-200-X	OTA Node - Single Temperature Digital	OTA Node - Single Temperature Digital Wi-Fi connectivity transmits data to SensoScientific Cloud. Compatible with DTPxx-1x probe.	\$250.00	DIGITAL (Yellow Tag Calibration Probes) High Temperature - 3 year Warranty	\$1,750.00
7.00	DTP12-1H	12ft Single Digital High Temperature Probe	High Temperature Probe LMT01 12ft (1in Neck Length)	\$65.00	High Temperature Digital Probes (Yellow Tag)	\$455.00
19.00	B80-200-X	OTA Node - Single Temperature RTD	OTA Node - Single Temperature RTD Wi-Fi connectivity transmits data to SensoScientific Cloud. Compatible with RTDxx-x probe.	\$250.00	Ultra-low Freezer (15) Cryogenic Freezer (4) -80c RTD - Cryogenic/Ultralow Temperatures - 3 Year Warranty (Blue Tag)	\$4,750.00
15.00	RTD10-L	10ft RTD Ultra-Low Probe	RTD Probe (-50°C to -10°C; Class A RTD) with 10ft flat wire cable.	\$90.00	Ultra-low Flat Cable Probe - Calibrated to -50c to -10c (RTD Blue Tags)	\$1,350.00
4.00	RTD10-C	10ft RTD Cryogenic Probe	RTD Probe (-80°C to -10°C; Class A RTD) with 10ft flat wire cable.	\$130.00	Cryogenic Probe Calibrated -80C to -10C (RTD Blue Tags)	\$520.00
19.00	SOLID-BUFFER	Solid Thermal Buffer	Solid Thermal Buffer	\$30.00	Buffer for Cryogenic/Ultra-Low Probe - Stabilizes Temperature	\$570.00
50.00	GLYKIT	1oz Glycol Kit	Glycol Vial Glycol Holster 1 oz of Propylene Glycol	\$20.00	Glycol Kit (For Standard Temperature Only)	\$1,000.00
122.00	OTABL91	OTA Batteries	Lithium Batteries for the OTA Series Sensors	\$10.00	Batteries	\$1,220.00
122.00	PSOTA	Power Supply	Power Supply for OTA sensors, wall plug and 10' USB cable	\$10.00	AC Adapter	\$1,220.00
1.00	/TRAVEL	Travel Service	Travel Expense for Technicians.	\$7,500.00	To have Technician Travel on-site	\$7,500.00
122.00	/INST	Installation Fee	Total Installation Charge	\$120.00	To have technicians install all devices and perform in-depth training	\$14,640.00
122.00	/NEWPROBEREP	Calibration Probe Fee	New Calibrated Probe Replacement Free for the first year \$30 thereafter at time of calibration		Cost Applies on year (2) Two (Discounted from initial probe fee)	
					Equipment and Installation Total	\$73,855.00

Sample Quote (Annual Cloud Support and Annual Calibration)

26.00	/CLOUD	Annual Cloud Support & Maintenance	Service is billed Annually and Includes; Data Storage, Training, Remote Technical Support, Alerts, Automatic Cloud Updates	\$55.00	Annual Cloud Service/Maintenance/Technical Assistance- Per Device (Single Temperature)	\$1,430.00
26.00	/A2LA1Y	A2LA/NIST Service	A2LA Annual Certified, NIST Traceable, ILAC Calibration	\$75.00	Annual A2LA Calibration Exchange (single temperature)	\$1,950.00
50.00	/CLOUD	Annual Cloud Support & Maintenance	Service is billed Annually and Includes; Data Storage, Training, Remote Technical Support, Alerts, Automatic Cloud Updates	\$110.00	Annual Cloud Service/Maintenance/Technical Assistance-Per Device (Dual Cloud for Temperature/Temperature)	\$5,500.00
50.00	/A2LA1Y	A2LA/NIST Service	A2LA Annual Certified, NIST Traceable, ILAC Calibration	\$150.00	Annual Cloud Service/Maintenance/Technical Assistance- Dual Cloud for Temperature/Temperature)	\$7,500.00
46.00	/CLOUD	Annual Cloud Support & Maintenance	Service is billed Annually and Includes; Data Storage, Training, Remote Technical Support, Alerts, Automatic Cloud Updates	\$110.00	Annual Cloud Service/Maintenance/Technical Assistance-Per Device (Dual Cloud for Temperature/Humidity)	\$5,060.00
46.00	/A2LA1Y	A2LA/NIST Service	A2LA Annual Certified, NIST Traceable, ILAC Calibration	\$150.00	Annual A2LA Calibration probes and certificates- Dual-Temperature/Humidity	\$6,900.00
					Annual Service and Calibration Total	\$28,340.00
				Subtotal		\$102,195.00
					Shipping and Handling	\$650.00
				Grand Total		\$102,845.00

VII. General Requirements Continued

7.1.1. Shipping

7.1.1.1. Equipment must be delivered within 90 days after receipt of order
Agreed- All Shipping and Handling Fees have been included on Pricing Attachment

3.1.2.2. The bidder must explain the details of its proposed packaging sizes for the
SensoScientific will disclose all packing used to ship end users their order in entirety,
this may include but not limited to shipping boxes, padded envelopes, and individual inserts.

3.1.3. Warranty

3.1.3.1. The vendor must provide a three-year parts and labor warranty on all items.
Agreed - A (3) Year Warranty is included with Equipment that is sold by SensoScientific.

3.1.4. Installation and Validation

3.1.4.1. Vendor must perform the installation (labor and supplies included) of The Temperature/Humidity
Monitoring System
Agreed – Please see attached price sheet

3.1.4.2. The vendor must provide a written validation of the system's performance after installation
SensoScientific can perform IQOQ at the time of installation, PQ is performed 30 days
after installation. (Additional Charges Apply) Quote can be provided if customer requests pricing)

3.1.5. Maintenance, Support, and Calibration

3.1.5.1. Maintenance services shall be performed by the vendor who shall agree to have an adequate number of
trained staff and replacement parts available to comply with the requirements in 3.1.5.2 and 3.1.5.3.
Agreed - Prior to installation, our team will assign the technician(s) that will install this project. Technicians are
responsible for installing nodes, naming systems, setting parameters, and training the whole staff. In addition,
SensoScientific offers a weekly remote online seminar to any customer who would like additional training.

3.1.5.2. Vendor must respond to service calls within 24 hours
Agreed – SensoScientific has a 24/7 technical support ticketing system

3.1.5.3. Vendor must be capable of performing all requests for repairs and/or service within three business days of
request.
Agreed

3.1.5.4. After any maintenance or repairs have been completed on a particular instrument, the vendor shall guarantee
the accuracy and precision of the instrument at the location where the instrument will be used.
Agreed

3.1.5.5. Reports of service will be signed by State of WV authorized laboratory personnel to ensure work has
been completed.
Agreed

3.1.5.6. Vendor support shall include cloud data storage, training, remote technical support alerts,
and automatic updates to software.
Agreed

3.1.5.7. Vendor shall provide one year of ISO accredited calibration service for all temperature/humidity Agreed

SensoScientific probes are calibrated to industry standards for ISO/IEC 17025:2005 and are certified for accuracy and NIST Traceability.

This Calibration process is unique to the temperature monitoring industry in that it does not require any onsite service calls or system wide down time. SensoScientific will simply send all replacement probes to the agreed upon location(s) on an annual basis. The uniquely designed “Snap-Calibration Probe” allows for anyone to easily remove and reattach the extended cable when needed

Both Calibration options (1&2) comply with the latest CDC requirements and provide NIST traceability. Services are performed on an annual basis by SensoScientific directly.

(Please see Calibration Credentials and example certificates on the next Page)

- a. RTD Standard 10ft Temperature Probe: Measures Temperature
- b. Digital Standard 12ft Temperature Probe: Measures Temperature
- c. 2.5” Humidity / Temperature Probe



VIII. Contract Award

4. Delivery and Reward:

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.

Agreed

4.2. Pricing Page: Vendor should complete the Pricing Page by placing all- inclusive information in each column for item number, model/brand name, unit price and extended amount. There should be a price for the probes, cables, modules and software, shipping, warranty, service, and calibration. If there is no charge for any deliverable, indicate in the cell with "no charge". The bidder/vendor information must be completed and include an authorize signature. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Agreed – Pricing Page was filled out as requested.

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.

Agreed

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. Vendor shall deliver the Contract Items within 90 days after receiving a purchase. Contract Items must be delivered to:

West Virginia Department of Agriculture at 313 Gus R. Douglass Lane, Charleston, WV 25312.

Agreed

6.1.1. 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.

Agreed

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

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

Agreed

6.3. 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 decide for the return within five (5) days of being notified that item 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.

Agreed

- 6.4. 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.

Agreed

7. Vendor Default:

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

Agreed

- 8.1.1.** Failure to provide Contract Items in accordance with the requirements contained

Agreed

- 8.1.2.** Failure to comply with other specifications and requirements contained herein.

Agreed

- 8.1.3.** Failure to comply with other specifications and requirements contained herein.

Agreed

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

Agreed

- 8.1.5.** Failure to remedy deficient performance upon request

Agreed

- 8.1.6.** Failure to remedy deficient performance upon request.

Agreed

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

Agreed

- 7.2.1.** Immediate cancellation of the Contract.

Agreed

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

Agreed

- 7.2.3.** Any other remedies available in law or equity.

Agreed

CRFQ AGR220000022

Item No.	Description	Model #/Brand Name	Quantity	Unit Price	Extended Amount
	Temperature/Humidity Monitoring System Includes Probes, Cables, Modules, & Software				
1	Temperature & Humidity Monitor	B13-200-X SensoScientific	46	\$275.00	\$12,650.00
2	Temperature & Humidity Probe	SHT85-KHT SensoScientific	46	\$130.00	\$5,980.00
3	Dual Digital Temperature Monitor	B11-200-X SensoScientific	50	\$275.00	\$13,750.00
4	Dual Digital Temperature Probe	DTP12-2 SensoScientific	50	\$130.00	\$6,500.00
5	Single Digital Temperature Monitor	B10-200-X SensoScientific	7	\$250.00	\$1,750.00
6	Single Digital High Temperature Probe	DTP12-1H SensoScientific	7	\$65.00	\$455.00
7	RTD Ultralow/Cryogenic Temperature Monitor	B80-200-X SensoScientific	19	\$250.00	\$4,750.00
8	RTD Cryogenic Temperature Probe	RTD10-C SensoScientific	4	\$130.00	\$520.00
9	RTD Ultralow Temperature Prove	RTD10-L SensoScientific	15	\$90.00	\$1,350.00
10	Glycol Kit for Standard Temperature Only	GLYKIT SensoScientific	50	\$20.00	\$1,000.00
11	Solid Thermal Buffer for Ultralow and Cryogenic	Solid-Buffer SensoScientific	19	\$30.00	\$570.00
12	OTA Batteries	OTABL91	122	\$10.00	\$1,220.00
13	External Power Adapter - Opttional	PSOTA	122	\$10.00	\$1,220.00
14	Installation/Validation/Training	/INST	122	\$120.00	\$14,640.00
15	Traveling to Location	/TRAVEL	1	\$7,500.00	\$7,500.00
16	Calibration - Single Temperature	/A2LA1Y	26	\$75.00	\$1,950.00

17	Calibration - Dual Temperature & Humidity	/A2LA1Y	46	\$150.00	\$6,900.00
18	Calibration - Dual Temperature/Temperature	/A2LA1Y	50	\$150.00	\$7,500.00
19	Warranty	Included with Service	122	\$0.00	\$0.00
20	Shipping	Shipping and Handeling	1	\$0.00	\$650.00
21	Maintenance Service & Support - Single Temperature	/CLOUD	26	\$55.00	\$1,430.00
22	Maintenance Service & Support - Dual Temperature & Humidity	/CLOUD	46	\$110.00	\$5,060.00
23	Maintenance Service & Support - Dual Temperature/Temperature	/CLOUD	50	\$110.00	\$5,500.00
Failure to use this form may result in disqualification				Grand Total	\$102,845.00

Bidder / Vendor Information

Name:	SensoScientific, Inc.
	Tammi Zirnite
Address:	685 Cochran Street
	Suite 200
	Simi Valley, CA 93063
Phone:	805-915-4474
Email Address:	tammi.zirnite@sensoscientific.com



Company Address 685 Cochran Street
Suite 200
Simi Valley, California 93065
United States

Created Date 5/10/2022
Quote expiration date 9/30/2022
Quote Name Initial RFP Pricing
GPO - Primary GSA

Contact Information (PLEASE CONFIRM CONTACT INFO IS CORRECT)

Account Name	West Virginia Department of Agriculture	Prepared By	Tammi Zirnite
Contact Name	Crystal Husted	Phone	(805) 915-4474
Title	Buyer	Email	tammi.zirnite@sensoscientific.com
Phone	(304) 558-2402	Fax	(888) 238-6002
Email	crystal.g.husted@wv.gov	GPO	GSA

SO#_____

Address Information (PLEASE CONFIRM CONTACT INFO IS CORRECT)

Bill To Name	West Virginia Department of Agriculture	Ship To Name	West Virginia Department of Agriculture
Bill To	Administrative Services 1900 Kanawha Boulevard Charleston, West Virginia 25305 United States	Ship To	313 Gus R. Douglas Ln Building 11 Charleston, West Virginia 25312 United States

Quote Line Items

Quantity	Product Code	Product	Product Description	Sales Price	Line Item Description	Total Price
			BID Number CRFQ-1400-AGR2200000022-2 West Virginia Agriculture Department of Regulatory Protection Division		Germinator (9) Temperature & Humidity Incubator, Large (20) Temperature & Humidity Incubator, Small (3) Temperature & Humidity Room (13) Temperature & Humidity Desiccator (1) Temperature & Humidity	
46.00	B13-200-X	OTA Node	OTA Node - Temperature / Humidity Wi-Fi connectivity transmits data to SensoScientific Cloud. Compatible M8-SHT85 probe.	\$275.00	Temperature/Humidity- 3 Year Warranty- Dual Cloud/Calibration Required	\$12,650.00
46.00	SHT85-KHT	OTA T/H Probe	Humidity/Temperature sensor, 90°Connector. (-40°C to 100°C ,0% RH to 100% RH; ±0.5°C, ±3%RH)	\$130.00	Temperature/Humidity Probe (Dual Calibration/Cloud Required)	\$5,980.00

					Dual Temperature (50) Standard Refrigerator/Freezer- Per Addendum	
50.00	B11-200-X	OTA Node Dual Temperature Digital	OTA Node - Double Temperature Digital Wi-Fi connectivity transmits data to SensoScientific Cloud. Compatible with DTPxx-2x probe.	\$275.00	Dual Temp (Yellow Tag) Standard Refrigerator/Freezer-(3) year Warranty- Dual Cloud/ Calibration	\$13,750.00
50.00	DTP12-2	12ft Double Digital Temperature Probe	Digital Temperature Probe - 12 feet -2 probes (OTA Series)	\$130.00	Digital Probes-Dual (Calibration for Standard Refrigerator/Freezer) - Yellow Tags (Oven 7) - High Temperature	\$6,500.00
7.00	B10-200-X	OTA Node - Single Temperature Digital	OTA Node - Single Temperature Digital Wi-Fi connectivity transmits data to SensoScientific Cloud. Compatible with DTPxx-1x probe.	\$250.00	DIGITAL (Yellow Tag Calibration Probes) High Temperature - 3 year Warranty	\$1,750.00
7.00	DTP12-1H	12ft Single Digital High Temperature Probe	High Temperature Probe LMT01 12ft (1in Neck Length)	\$65.00	High Temperature Digital Probes (Yellow Tag)	\$455.00
19.00	B80-200-X	OTA Node - Single Temperature RTD	OTA Node - Single Temperature RTD Wi-Fi connectivity transmits data to SensoScientific Cloud. Compatible with RTDxx-x probe.	\$250.00	RTD - Cryogenic/Ultralow Temperatures - 3 Year Warranty (Blue Tag)	\$4,750.00
15.00	RTD10-L	10ft RTD Ultra-Low Probe	RTD Probe (-50°C to -10°C; Class A RTD) with 10ft flat wire cable.	\$90.00	Ultra-low Flat Cable Probe - Calibrated to -50c to -10c (RTD Blue Tags)	\$1,350.00
4.00	RTD10-C	10ft RTD Cryogenic Probe	RTD Probe (-80°C to -10°C; Class A RTD) with 10ft flat wire cable.	\$130.00	Cryogenic Probe Calibrated -80C to -10C (RTD Blue Tags)	\$520.00
19.00	SOLID-BUFFER	Solid Thermal Buffer	Solid Thermal Buffer	\$30.00	Buffer for Cryogenic/Ultra-Low Probe - Stabilizes Temperature	\$570.00
50.00	GLYKIT	1oz Glycol Kit	Glycol Vial Glycol Holster 1 oz of Propylene Glycol	\$20.00	Glycol Kit (For Standard Temperature Only)	\$1,000.00
122.00	OTABL91	OTA Batteries	Lithium Batteries for the OTA Series Sensors	\$10.00	Batteries	\$1,220.00
122.00	PSOTA	Power Supply	Power Supply for OTA sensors, wall plug and 10' USB cable	\$10.00	AC Adapter	\$1,220.00
1.00	/TRAVEL	Travel Service	Travel Expense for Technicians.	\$7,500.00	To have Technician Travel on-site	\$7,500.00
122.00	/INST	Installation Fee	Total Installation Charge	\$120.00	To have technicians install all devices and perform in-depth training	\$14,640.00
122.00	/NEWPROBEREP	Calibration Probe Fee	New Calibrated Probe Replacement Free for the first year \$30 thereafter at time of calibration		Cost Applies on year (2) Two (Discounted from initial probe fee)	
					Equipment and Installation Total	\$73,855.00

26.00	/CLOUD	Annual Cloud Support & Maintenance	Service is billed Annually and Includes; Data Storage, Training, Remote Technical Support, Alerts, Automatic Cloud Updates	\$55.00	Annual Cloud Service/Maintenance/Technical Assistance- Per Device (Single Temperature)	\$1,430.00
26.00	/A2LA1Y	A2LA/NIST Service	A2LA Annual Certified, NIST Traceable, ILAC Calibration	\$75.00	Annual A2LA Calibration Exchange (single temperature)	\$1,950.00
50.00	/CLOUD	Annual Cloud Support & Maintenance	Service is billed Annually and Includes; Data Storage, Training, Remote Technical Support, Alerts, Automatic Cloud Updates	\$110.00	Annual Cloud Service/Maintenance/Technical Assistance-Per Device (Dual Cloud for Temperature/Temperature)	\$5,500.00
50.00	/A2LA1Y	A2LA/NIST Service	A2LA Annual Certified, NIST Traceable, ILAC Calibration	\$150.00	Annual Cloud Service/Maintenance/Technical Assistance- Dual Cloud for Temperature/Temperature)	\$7,500.00
46.00	/CLOUD	Annual Cloud Support & Maintenance	Service is billed Annually and Includes; Data Storage, Training, Remote Technical Support, Alerts, Automatic Cloud Updates	\$110.00	Annual Cloud Service/Maintenance/Technical Assistance-Per Device (Dual Cloud for Temperature/Humidity)	\$5,060.00
46.00	/A2LA1Y	A2LA/NIST Service	A2LA Annual Certified, NIST Traceable, ILAC Calibration	\$150.00	Annual A2LA Calibration probes and certificates- Dual-Temperature/Humidity	\$6,900.00
					Annual Service and Calibration Total	\$28,340.00
				Subtotal		\$102,195.00
					Shipping and Handling	\$650.00
				Grand Total		\$102,845.00

Annual Support and Maintenance Agreement

Terms and Conditions

1. Purchase of Products and Services. The individual or entity designated above as Customer ("Customer") agrees to (a) purchase the services (which includes use of equipment and cloud data storage, the "Products" during the term of the agreement) and pay the other costs included in the Purchase – Total Charges designated as such above (the "Purchase Price"), and (b) subscribe to the monitoring and reporting services ("Annual Services") available at the SensoScientific Customer Website (the "SensoScientific Portal") and pay the Total Annual Cloud, Calibration Services, and New Probe Fees designated as such above ("Monitoring Fees") during the term of its subscription. This Sales Quote and the terms and conditions contained herein are sometimes referred to as the "Agreement". All orders are subject to acceptance by SensoScientific. By issuing a purchase order, signing a quote, or emailing approval for any purchases, Customer hereby acknowledges and agrees to all terms and conditions.

2. Pricing and Payment.

(a) Sales Quote prices are expressed in U.S. Dollars, are not subject to offsets or price credits and are based on delivery of the Products F.O.B. point of shipment. The Sales Quote is valid for a period of 90 days from the date hereof. Payment Terms are net 30 (thirty) days.

(b) SensoScientific will invoice Customer approximately a month in advance for the Annual Services renewal. Payments for such amounts are due within thirty (30) days of the date of invoice. Amounts outstanding past their due dates may be assessed a late fee at SensoScientific's sole discretion in the amount of one percent (1.5%) per month or the maximum amount provided by applicable law, whichever is greater.

SensoScientific shall not be obligated to accept or deliver orders from Customer if Customer does not or later cannot meet SensoScientific's credit requirements. If, in SensoScientific's judgment, the Customer's financial condition at any time does not justify continuing production or delivery on the above payment terms, SensoScientific may require full or partial payment in advance.

(c) Prices do not include any taxes, fees, duties, licenses, tariffs or levies, however designated, now or hereafter enacted that are imposed on the items listed in this Sales Quote or to any transactions contemplated hereby or to the purchase, sale, transportation, delivery or use of the same, all of which shall be paid by the Customer. Taxes will be added to the price where SensoScientific is required by law to collect them and will be paid by the Customer unless Customer provides SensoScientific with the proper tax exemption certificate.

(d) Once an order has been placed, all cancellations and/or returns must be requested in writing within 30 days of placing the order.

Cancellation or returns are subject to a restocking fee ranging from 20 percent to 40 percent. Customer shall pay for all return shipping for any cancellations/returns.

(e) The minimum customer order value is \$75.00.

3. Installation of Equipment. If itemized in the Sales Quote above, SensoScientific or a designated installer shall install the Products. At the time of installation, more or less equipment and software may be necessary as a result of the conditions present at the installation site. Any installation charges, per diem and travel costs listed above are estimates only and shall be adjusted at the time of installation. The Setup Costs

and Annual Fees will be adjusted up or down based on the Products actually installed and the actual cost of installation, per diem and travel as evidenced by the Installation Acceptance Form signed by Customer. Unless Customer otherwise indicates, upon signing of the Installation Acceptance Form, it shall be conclusively presumed that said equipment was in good condition when received and that Customer has accepted, and approved the same.

4. Term and Termination or agreement extension. The subscription to the Monitoring Fees and the obligation to pay Service Fees will continue for a term of one (1) year from the effective date of installation or within 15 days after shipment of products, after which it shall continue for succeeding one (1) year periods unless Customer shall send written notice to SensoScientific on or before the date which is one (1) months prior to the end of the term (or renewal term) of this Agreement. Such renewal shall be upon the same terms and conditions.

5. Website Access. SensoScientific shall make commercially reasonable efforts to make the services subscribed to by Customer and referenced herein available at the SensoScientific Portal 24 hours a day, 365 days each calendar year for Customer.

6. Support. SensoScientific shall provide telephonic and email support to Customer at no charge to Customer. SensoScientific shall have the right to change the terms of its technical support, including without limitation, the right to limit the amount of technical support and/or charge for the same. SensoScientific on-site support is available on a time and materials basis with a minimum of two hours per incident plus actual travel expenses.

7. Training. If itemized in the Sales Quote above, SensoScientific will train the individuals designated by Customer during the installation process and thereafter will provide either online or on-site training at its then current rates.

8. Customer responsibilities:

a. Customer agrees to provide an available on-site responsible person to help SensoScientific with any issues related to installation or maintenance.

b. For onsite installation, access to all equipment and rooms in locked areas will be made available within 5 minutes upon reasonable request.

c. Customer agrees to provide any and all network information prior to shipment of Products or onsite installation.

Delays caused by Customer are billable at common published rates beyond the quote or estimate which assumed the above responsibilities would be met.

9. SensoScientific Limited Warranty.

(a) For a period of 3 years from the date of installation, SensoScientific will warrant that the Products, together with software and/or firmware embedded in any of the Products, are free from defects and materials and workmanship under normal use, subject to the following exceptions for software and for equipment not manufactured by SensoScientific:

(i) Application Exception. Products used in environments where there are extreme changes in temperature such as cooking and chilling where sensors may repeatedly go from hot to cold. Food Probes and Transport Sensors and other mobile sensors subject to abuse are warranted for one (1) year. NOTE: Any product that demonstrates physical abuse is not covered by the warranty.

SensoScientific will make its best efforts to complete all repairs or replacements in a timely manner. Resolution will not to exceed 30 days from the time the failed product is received and accepted by SensoScientific. All returned products must be accompanied by an authorized Return Materials Authorization number (RMA #).

(ii) Equipment Not Manufactured by SensoScientific. The SensoScientific Limited Warranty does not cover any equipment not manufactured by SensoScientific, such as personal computers, adapters, cables, power supplies, antennas, tripods and other miscellaneous equipment.

(b) SensoScientific shall have the option to repair or replace any items constituting the Products that do not conform to the SensoScientific Limited Warranty. SensoScientific may use functionally equivalent items that have been reconditioned, refurbished, or previously returned, or new items. No software updates are provided. Repairs of Products not covered by this warranty will be billed according to the repair policy for that specific product then in effect.

(c) The SensoScientific Limited Warranty does not cover:

(i) Products that are operated in combination with ancillary or peripheral equipment or software not manufactured, furnished, supplied or otherwise certified by SensoScientific for use with the Products or any damage to the Products or such ancillary equipment because of such use. Any of these voids the warranty.

(ii) Products if someone other than SensoScientific or a designated repair shop or technician authorized by SensoScientific, opens, tests, adjusts, installs, maintains, alters, modifies or services the Products in any way. The SensoScientific Limited Warranty also does not cover any of the Products with an altered or defaced serial number.

(iii) Losses, defects, malfunction, failure or damage that result from, are attributable to, or caused by: (a) use of the Products in a manner that is not normal or customary or in an environment in which the Products are not intended to be installed; (b) improper maintenance, including physical abuse to the Products or use of corrosive, abrasive or improper cleaning materials, (c) any misapplication, improper modifications, unauthorized relocation; (d) activity intended to circumvent the security devices incorporated into the Products; (e) criminal activity, moisture, shipping, or high voltage surges from external sources such as power lines or other connected equipment; (f) improper operation or misuse; (g) accident or neglect such as dropping the Products onto hard surfaces; (h) contact with rain or extreme humidity; (i) an event or condition that could have been covered by casualty or liability insurance; (j) the failure of (A) the internet provider to which Customer subscribes; (B) failure of any phone/paging service, including phone lines, pagers, and cellular phone; (C) failure of any equipment such as serial ports, modems, wiring, cabling, other software or personal computers; and (D) failure of any radio frequency transmissions, or (i) contact with extreme heat (unless the Products are certified to be used with such extreme heat).

(d) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SENSOSCIENTIFIC BE LIABLE TO LICENSEE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT OR DOCUMENTATION (COLLECTIVELY "LOSSES"), EVEN IF SENSOSCIENTIFIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, AND REGARDLESS OF WHETHER LOSSES ARE SUFFERED BY LICENSEE. No Other Warranties. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, SENSOSCIENTIFIC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT AND DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO CONTENT, QUALITY, ACCURACY, TIMELINESS OF DELIVERY OR CURRENCY OF THE EQUIPMENT, PERFORMANCE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE EQUIPMENT SHALL BE DELIVERED BY SENSOSCIENTIFIC TO LICENSEE ON AN "AS-IS" AND "WITH-ALL-FAULTS" BASIS, AND SENSOSCIENTIFIC MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT WILL BE ERROR-FREE

10. Loss, Repair, Maintenance and Warranty. Except as otherwise set forth herein, Customer shall bear the entire risk of loss, theft, damage or destruction of the Products from any cause whatsoever, and no loss, theft, damage or destruction of the Products shall relieve the Customer of the obligation to pay the Monitoring Fees or of any other obligation set forth in this Agreement. Provided that Customer makes all payments due hereunder, SensoScientific, at its sole option, shall repair or replace any damaged, failed or malfunctioning item of the Products, and the cost of such repair or replacement shall be the responsibility of Customer except during the period the Products are covered by the SensoScientific Limited Warranty.

11. Confidentiality. The prices and other terms of this Agreement shall be treated by both SensoScientific and Customer as confidential and may not be disclosed or shown to any third party without the prior written consent of the other. Both Customer and SensoScientific may disclose that Customer has agreed to utilize the Products and Monitoring Fees, but shall not disclose any terms of this Agreement without the prior written consent of the other.

12. Use and Ownership of Data. All data collected in connection with the Monitoring Fees shall belong to Customer and shall be treated by

SensoScientific as confidential. Notwithstanding the foregoing, so long as SensoScientific does not disclose or publish the specifics of such data, including the location or origination of such data, SensoScientific reserves the right to use such data, statistics and other information that is collected about the system's operation and performance. SensoScientific will not place any customer information in the public domain. Except for information that the customer makes publicly available, or when agreed between SensoScientific and the customer. Data will be archived for as long as this Agreement is in effect. Customer may obtain a copy of its archived data at SensoScientific's then current rate.

13. Default. If Customer fails to comply with the terms of this Agreement, SensoScientific shall be entitled to all remedies available at law or equity and in connection therewith, Customer acknowledges that such breach will cause SensoScientific immediate and irreparable injury for which remedies at law are inadequate. If SensoScientific fails to comply with the terms of this Agreement, SensoScientific's entire liability arising from or in connection with the Products and/or any software or firmware provided in connection therewith shall be limited to the amounts paid by Customer hereunder. SensoScientific shall not be liable to Customer or anyone claiming by, through or under Customer, for any consequential, incidental, indirect, special, exemplary, or punitive damages.

14. Entire Agreement. This Agreement and the SensoScientific Limited Warranty constitute the entire agreement and understanding of the parties relative to the Products and the Monitoring Fees and supersede and replace all prior or contemporaneous agreements, written and verbal, between the parties regarding the same. This Agreement may only be amended by a writing signed by authorized representatives of SensoScientific and Customer. If any provision of this Agreement is for any reason held invalid, ineffective, and unenforceable or contrary to public policy, the remainder of this Agreement remains in full force and effect notwithstanding.

15. Governing Law. This Agreement is governed by the laws of California without regard to the conflict of laws rules, provisions or statutes of any jurisdiction. SensoScientific and Customer each represent that each shall comply with all applicable federal, state and local laws.

16. Nonwaiver. Waiver of any breach by either party, or failure of either party to exercise any rights under this Agreement on one or more occasions is not a waiver of any right to exercise that right on another occasion.

17. Prevailing Party. In the event that any action shall be instituted by either of the parties hereto for the enforcement of any of its rights or remedies in and under this Agreement, the prevailing party, whether in court or by way of out-of-court settlement, shall be entitled to recover from the non prevailing party or parties such prevailing party's attorney's fees, court costs, expert witness fees and/or other expense relating to such controversy, including attorney's fees, court costs and/or expense on appeal, if any.

18. Calibration: SensoScientific utilizes the QCP-SOP-C3 procedure and Simple Decision Rule.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SENSOSCIENTIFIC BE LIABLE TO LICENSEE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT OR DOCUMENTATION (COLLECTIVELY "LOSSES"), EVEN IF SENSOSCIENTIFIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, AND REGARDLESS OF WHETHER LOSSES ARE SUFFERED BY LICENSEE.

No Other Warranties. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, SENSOSCIENTIFIC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT AND DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO CONTENT, QUALITY, ACCURACY, TIMELINESS OF DELIVERY OR CURRENCY OF THE EQUIPMENT, PERFORMANCE, MERCHANTABILITY, TITLE, NON INFRINGEMENT, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE EQUIPMENT SHALL BE DELIVERED BY SENSOSCIENTIFIC TO LICENSEE ON AN "AS-IS" AND "WITH-ALL-FAULTS" BASIS, AND SENSOSCIENTIFIC MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT WILL BE ERROR-FREE.

Purchase Order Reference Number (PLEASE PROVIDE PO# IF REQUIRED FOR PAYMENT)

PO# _____

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____



Digital Temperature Node

Wi-Fi OTA Series

SensoScientific Wi-Fi transmitters are high speed wireless modules with PEAPv0 enterprise security, capable of collecting, storing, and transmitting data wirelessly over a standard 802.11 b/g/n (Wi-Fi – RF Frequency 2.4 to 2.497 GHz) with TCP protocol. The transmitter passes information to a standard access point which can be accessed by any Wi-Fi enabled network. Each transmitter monitors against preset conditions that are defined by the user. Additional alerts can be provided through a variety of methods such as SMS, text message, voice, pager, cell phone, fax, and e-mail. Information recorded in °F or °C to the database is time-stamped and cannot be altered through the user interface.

Key Features

- ✓ On-board E-ink Display
- ✓ True Embedded Wi-Fi Solution
- ✓ Device-Level Certificates
- ✓ NIST Certified & A2LA Accredited Snap Calibration
- ✓ Push Button for Real-Time Device Reading
- ✓ Multi LED for Connectivity Status
- ✓ In-House ISO/IEC 17025 Certified Calibration Lab
- ✓ No Proprietary Software
- ✓ Device Independence – No Extra Hardware
- ✓ Scalability
- ✓ Lowest Total Cost of Ownership
- ✓ Dual Power – Battery/AC power
- ✓ FDA 21 CFR part 11 compliant
- ✓ Validated FIPS compliant Microsoft® Azure Cloud

Product Specifications

Temperature Range	-20°C to 150°C (-4°F to 302°F)
Accuracy	±0.5°C
Ambient Operating Range	0°C to 75°C (32°F to 167°F); Up to 95% RH
Memory	Unlimited Cloud Memory; On-transmitter Buffer Storage (4000 Readings)
Alarms	Onboard Visual and Audible Alarms; 24/7 Alert Notifications through the Cloud
RF Frequency	2.4 to 2.497 GHz
Radio Protocol	IEEE802.11 b/g/n Compatible 54Mbit/sec
Enterprise Security	PEAPv0 with EAP-MSCAPv2 (PEAP)
Housing	ABS Plastic Enclosure with Silicon Rubber Covers and Open Ports
Mounting	Zip Tie Mount Hooked with Screw Holster Wall Mount
Power Supply	(4) 1.5V AA Batteries (Lithium or Alkaline); Optional — AC/DC Power Supply (UL Certified)
Battery Life	1 Year
Dimensions	Height: 4.25" (108mm) Width: 3.88" (98mm) Length: 1.38" (35mm)
LDAP Certificates	Single Sign-on Capability Device-level Certificates
Warranty	3-Year Warranty



Ultra Low Temperature Sensor

B80-200-OTA Sensor

SensoScientific Wi-Fi transmitters are high speed wireless modules with PEAPv0 enterprise security, capable of collecting, storing and transmitting data wirelessly over a standard 802.11 b/g/n (Wi-Fi – RF Frequency 2.4 to 2.497 GHz) with TCP protocol. The transmitter passes information to a standard access point which can be accessed by any Wi-Fi enabled network. Each transmitter monitors against preset conditions that are defined by the user. Additional alerts can be provided through a variety of methods such as SMS, text message, voice, pager, cell phone, fax and e-mail. Information recorded in °F or °C to the database is time-stamped and cannot be altered through the user interface.

Key Features

- ✓ On-board e-ink display to satisfy CDC requirements
- ✓ True embedded Wi-Fi solution
- ✓ Device-level certificate
- ✓ NIST certified/A2LA Accredited Snap Calibration
- ✓ Push button to force real-time device reading
- ✓ Multi LED for connectivity status
- ✓ In-House ISO17025 certified calibration lab
- ✓ Audio and Visual Alerts on Device
- ✓ No proprietary software
- ✓ Device independence – No extra hardware
- ✓ Scalability
- ✓ Lowest total cost of ownership
- ✓ Dual power – Battery/AC power
- ✓ FDA 21 CFR part 11 compliant
- ✓ Validated FIPS compliant Microsoft® Azure Cloud

Product Specifications

Radio Protocol	IEEE802.11 b/g/n compatible 54Mbit/sec
Warranty	3 year warranty
Enterprise Security	PEAPv0 with EAP-MSCAPv2 (PEAP)
Memory	On-transmitter buffer storage
Alarms	Visual and audio alarm indicators - can be silenced locally
Mounting	Easy zip tie mount hooks with screw holster wall mount for easy mount & removal
Housing	ABS plastic enclosure with silicon rubber covers and open ports
Ambient Operating Range	32°F to 167°F (0°C to 75°C)
Temperature Measurement Range	-200°C to 200°C
RF Frequency	2.4 to 2.497 GHz
Power Supply	(4) 1.5V AA Lithium Batteries. Any AA 1.5V batteries can be used (lithium or alkaline) Optional - External AC/DC Power Supply - UL certified Universal input: 100Vac to 240Vac
Battery Life	1 year
Dimensions	Height: 4.25" (108mm) Width: 3.88" (98mm) Thickness: 1.38" (35mm)
LDAP	Single Sign-on capability
Certificates	Device-level certificate for authentication

Humidity, Temperature Sensor

B13-200-OTA Sensor



SensoScientific Wi-Fi transmitters are high speed wireless modules with PEAPv0 enterprise security, capable of collecting, storing, and transmitting data wirelessly over a standard 802.11 b/g/n (Wi-Fi – RF Frequency 2.4 to 2.497 GHz) with TCP protocol. The transmitter passes information to a standard access point which can be accessed by any Wi-Fi enabled network. Each transmitter monitors against preset conditions that are defined by the user. Additional alerts can be provided through a variety of methods such as SMS, text message, voice, pager, cell phone, fax, and e-mail. Information recorded in °F or °C to the database is time-stamped and cannot be altered through the user interface.

Key Features

- ✓ On-board E-ink Display to Satisfy CDC Requirements
- ✓ True Embedded Wi-Fi Solution
- ✓ Device-Level Certificates
- ✓ NIST Certified & A2LA Accredited Snap Calibration
- ✓ Push Button for Real-Time Device Reading
- ✓ Multi LED for Connectivity Status
- ✓ In-House ISO/IEC 17025 Certified Calibration Lab
- ✓ Audio and Visual Alerts on Device
- ✓ No Proprietary Software
- ✓ Device Independence – No Extra Hardware
- ✓ Scalability
- ✓ Lowest Total Cost of Ownership
- ✓ Dual Power – Battery/AC power
- ✓ FDA 21 CFR part 11 compliant
- ✓ Validated FIPS compliant Microsoft® Azure Cloud

Product Specifications

Radio Protocol	IEEE802.11 b/g/n compatible 54Mbit/sec
Warranty	3 year warranty
Enterprise Security	PEAPv0 with EAP-MSCAPv2 (PEAP)
Memory	On-transmitter buffer storage (4000 readings)
Alarms	Visual and audio alarm indicators - can be silenced locally
Mounting	Zip tie mount hooks with screw holster wall mount for easy mount & removal
Housing	ABS plastic enclosure with silicon rubber covers and open ports
Ambient Operating Range	32°F to 167°F (0°C to 75°C). Up to 95% RH
Temp Measurement Range	-40°F to 257°F (-40°C to 125°C)
Humidity Range	0% to 100%RH
Tolerance	±0.5°C; ±3%RH (0%RH to 90%RH and 0°C to 60°C)
RF Frequency	2.4 to 2.497 GHz
Power Supply	(4) 1.5V AA Lithium Batteries. Any AA 1.5V batteries can be used (lithium or alkaline) Optional - External AC/DC Power Supply - UL certified Universal input: 100Vac to 240Vac
Battery Life	1 year
Dimensions	Height: 4.25" (108mm) Width: 3.88" (98mm) Thickness: 1.38" (35mm)
Probe	Cable Length: 0" (Extension Upon Request) Probe Length: 0.8" (2cm)