

The following documentation is an electronicallysubmitted 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.



WOASIS	Jump to: 💁 😡 🤝 Home 🌽 Personalize 🖓 Accessibility 🛜 App Help 🏷 About 😈
Welcome, Robert M Ross	Procurement Budgeting Accounts Receivable Accounts Payable
Solicitation Response(SR) Dept: 1400 ID: ESR05192300000005865 Ver.: 1 Function: New Phase: Final Modified by batch . 05/24/2023	
Header 🕅 4	
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General Information Contact Default Values Discount Document Information Clarification Request	
Procurement Folder: 1226302	SO Doc Code: CRFQ
Procurement Type: Central Contract - Fixed Amt	SO Dept: 1400
Vendor ID: VS0000042440	SO Doc ID: AGR2300000028
Legal Name: PERKINELMER US LLC	Published Date: 5/9/23
Alias/DBA:	Close Date: 5/24/23
Total Bid: \$144,262.40	Close Time: 13:30
Response Date: 05/19/2023	Status: Closed
Response Time: 15:07	Solicitation Description: INSTRUMENT SERVICE AND PREVENTATIVE MAINTENANCE
Responded By User ID: PerkinAES	Total of Header Attachments: 4
First Name: Lorrie	Total of All Attachments: 4
Last Name: Gilliam-Garvins	
Email: ContractsShelton.AES@perk	
Phone: 8007624000	



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:	1226302	1226302					
Solicitation Description:	INSTRUMENT SERVICE AND PREVENTATIVE MAINTENANCE						
Proc Type:	Central Contract - Fixed Amt						
Solicitation Closes	Solicitation Response Version						
2023-05-24 13:30		SR 1400 ESR05192300000005865	1				

VENDOR				
VS0000042440 PERKINELMER US LLC				
Solicitation Number:	CRFQ 1400 AGR230000028			
Total Bid:	144262.39999999999941792339086 Response Date:	2023-05-19	Response Time:	15:07:09
Commonto				

Comments:

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

Vendor Signature

Signature X

FEIN#

DATE

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

	Comm Ln Desc		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Preventative Maintena	ance				144262.40
Comm (Code	Manufacturer		Specifica	tion	Model #
8110170	06					

Extended Description:

Pricing to be included on attached Exhibit A Pricing Page



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 Laboratory

Doc Description: INSTRUMENT SERVICE AND PREVENTATIVE MAINTENANCE Proc Type: Central Contract - Fixed Amt Date Issued Solicitation Closes Solicitation No Version 2023-05-9 2023-05-24 13:30 CRFQ 1400 AGR2300000028 1 BID RECEIVING-LOCATION BID CLERK E E E E E DepARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 E E E 2019 WASHINGTON ST E CHARLESTON WV 25305 E E E Vendor Customer Code: Verndor Name : PerkinElmer U.S. LLC Address : 710 Bridgeport Avenue Street : City : Shelton State : CT Country : USA Zip : 06484-4794 Principal Contact : Edwin Claudio Vendor Contact Phone: 860-544-2168 Extension: E E FOR INFORMATION CONTACT THE BUYER Crystel G Hustead (304) 558-2402 Grystal g, hustead (wr, gov) E E Vendor Vendor E E E E E E	Proc Folder:	1226302		Reason for Modification:
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		-		
I Signature X FFIN# 88-4129178 DATE May 19 2023	Vendor Signature X		FEIN# 88-4129178	DATE May 19, 2023
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 INSTRUMENT SERVICE AND PREVENTATIVE MAINTENANCE 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 1						
AGRICULTURE DEPARTMENT OF			ULTURE RTMENT OF					
ADMINISTRATIVE SEF	RVICES	REGU DIVISI	LATORY PROTECTIC	DN				
1900 KANAWHA BLVD	E	313 GU BLDG	JS R DOUGLAS LN, 11					
CHARLESTON	WV	CHARI	ESTON	WV				
US		US						
Line Comm Ln [Desc	Qty	Unit Issue	Unit Price	Total Price			
1 Preventative	e Maintenance	1		\$144,262.40	\$144,262.40			

Comm Code	Manufacturer	Specification	Model #	
81101706	PerkinElmer U.S. LLC			

Extended Description:

Pricing to be included on attached Exhibit A Pricing Page

 SCHEDULE/OF/EVENTS

 Line
 Event Date

1 VENDOR QUESTION DEADLINE

Event Date 2023-05-12

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.

Ouestion Submission Deadline: May 12, 2023 at 10:00 AM ET

Submit Questions to: Crystal Hustead 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-3970 Email: Crystal.G.Hustead@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 *wv*OASIS, 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 *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. 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 *wv*OASIS 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 *wv*OASIS. 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 $\frac{n/a}{2}$ 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.

Revised 11/1/2022

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 Hustead SOLICITATION NO.: CRFQ AGR2300000028 BID OPENING DATE: May 24, 2023 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 24, 2023 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 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 *wv*OASIS 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 _____(1) year ______. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ______), 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 <u>Three (3)</u> 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)

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 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;

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and continues until the project for which the vendor is providing oversight is complete.

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, Nendor 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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:

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.

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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.

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8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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: \$1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000 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.

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Revised 11/1/2022

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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. Revised 11/1/2022 **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 <u>purchasing.division@wv.gov.</u>

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:
 - 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 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.

(Printed Name and Title) Edwin Claudio(Address) 710 Bridgeport Avenue, Shelton, CT 06484-4794

(Phone Number) / (Fax Number) 860-544-2168

(Email address) Edwin.Claudio@perkinelmer.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

(Company) PerkinElmer U.S. LLC

(Signature of Authorized Representative) Julia Hamilton Assistant Secretary

(Printed Name and Title of Authorized Representative) (Date) Julia Hamilton 5/19/23

(Phone Number) (Fax Number) 203-712-8479

(Email Address) Julia.Hamilton@perkinelmer.com

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ AGR2300000028

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)

🗌 Addendum No. 1	🗌 Addendum No. 6
Addendum No. 2	🗍 Addendum No. 7
Addendum No. 3	🗍 Addendum No. 8
🗖 Addendum No. 4	Addendum No. 9
Addendum No. 5	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.

Company PerkinElmer U.S. LLC

Authorized Signature

5/19/2023

Date

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

SPECIFICATIONS

- 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 a service plan that includes preventative maintenance, in-person repair service, equipment/software upgrades, parts, labor, travel, and phone/remote support and discounts on training and consumables for a QSight 220 Multi Opt. Dual Source (2), LX50 Column Module, LX50 Solvent Delivery Module, LX50 Precision Sampling Module, A-30h Column Module, A-30 Solvent Delivery Module (2), A-30 Sampling Module (2), A-30 PDA Detector, A-30m Column Module, Clarus 500 Mass Spectrometer (2), & Clarus 500 Gas Chromatograph (2).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Services" means coverage plan that includes one (1) preventative maintenance visit annually for QSight 220 Multi Opt. Dual Source (2), LX50 Column Module, LX50 Solvent Delivery Module, LX50 Precision Sampling Module, A-30h Column Module, A-30 Solvent Delivery Module (2), A-30 Sampling Module (2), A-30 PDA Detector, A-30m Column Module, Clarus 500 Mass Spectrometer (2), & Clarus 500 Gas Chromatograph (2). It also includes labor, replacement parts, travel to instrument location, emergency breakdown visits, technical and remote support, automatic upgrades (when available), and 10% discount on training as more fully described in these specifications.
 - **2.2 "Pricing Page"** means the pages contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - **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.
- 3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. Technicians are certified (where required), authorized and qualified to perform the maintenance and services listed in this solicitation of all instrumentation listed in section 4.1.1.8.

3.2. Technicians are certified and trained to provide software updates.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Preventative Maintenance & Service Plan Requirements

- **4.1.1.1** Response time for repair is a **priority** must include travel to the instrument location. This includes emergency breakdown visits.
- 4.1.1.2 Must include repair parts at no cost other than consumables.
- 4.1.1.3 One preventative maintenance visit annually with a reminder from the contractor for the due date. All preventative maintenance services will be scheduled by the Agency between 8:00am and 4:30pm, Monday through Friday except holidays.
- 4.1.1.4 Technical and remote support utilizing the PerkinElmer software (Simplicity[™], Empower[™], & Turbomass[™]) to instrument. Vendor must show evidence that they have trained personnel for specific software and access in order to provide support or cover the cost of support provided by the equipment manufacturer.
- 4.1.1.5 Software updates are to be completed by vendor who must have certified and trained Technicians specific to the PerkinElmer software (Simplicity[™], Empower[™], & Turbomass[™]).
- 4.1.1.6 Option for discounts on training (10%), upgrades (15%), and consumables (10%).
- 4.1.1.7 Detailed service report from Vendor for work performed.

REQUEST FOR QUOTATION CRFQ AGR2300000028 Instrument Service & Preventative Maintenance Plan

4.1.1.8 Instrument details:

Model	Description	Serial Number
LCMBC003382	QSight 220 Mult Opt. Dual Source	220BC703020021
LCN2993000	QSight LX50 Column Module	190048
LCN2992000	QSight LX50 Precision Sampling Module	180159
LCN2991000	QSight LX50 Solvent Delivery Module	190060
LCMBC003382	QSight 220 Multi Opt. Dual Source	220BC902070137
LCN2971035	A-30 PDA Detector	M16P11057A
LCN2971034	A-30m Column Module	K16P10016G
LCN2971030	A-30 Solvent Delivery Module	B17P07122A
LCN2971031	A-30 Sampling Module	B17P08131G
LCN2971032	A-30h Column Module	E15P09019G
LCN2971030	A-30 Solvent Delivery Module	H15P07041A
LCN2971031	A-30 Sampling Module	H15P08038G
Clarus 500A	Clarus 500 Mass Spectrometer	651N6011902
Clarus 500GC	Clarus 500 Gas Chromatograph	650N5121007
Clarus 500A	Clarus 500 Mass Spectrometer	651N6072501
Clarus 500GC	Clarus 500 Gas Chromatograph	650N6072507

5. CONTRACT AWARD:

- **5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **5.2 Pricing Page:** Vendor should complete the Pricing Page by breaking out the cost associated with each module. 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 Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: crystal.g.hustead@wv.gov

- 6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. **PAYMENT:** Agency shall pay invoices quarterly in arrears, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. TRAVEL:

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- **9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- **9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- **9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- **9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
 - **10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2. Failure to comply with other specifications and requirements contained herein.
 - **10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4. Failure to remedy deficient performance upon request.
- **10.2.** The following remedies shall be available to Agency upon default.
 - 10.2.1. Immediate cancellation of the Contract.
 - **10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION CRFQ AGR2300000028 Instrument Service & Preventative Maintenance Plan

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manage	r: Edwin Claudio
Telephone Numbe	er: 860-544-2168
Fax Number:	203-944-4919
Email Address:	Edwin.Claudio@perkinelmer.com

Exhibit A

	CRFQ	AGR230000028			
Item No.	Description	Model No/Brand Name	Quanity	Unit Price	Extended Amoun
	Preventative Maintenance Service Plan (priority response) includes labor, necessary replacement parts, travel to instrument location, emergency breakdown visits, one preventive maintenance visit annually, equipment/software upgrades, technical and remote support through Simplicity TM , Empower TM , & Turbomass TM softwares		1	\$144,262.40	\$144,262.40
	List Your Percentage of Discount on Training (i.e.10%)			15%	
	List Your Percentage of Discount on Upgrades (i.e.15%)			15%	
	List Your Percentage of Discount on Consumables (i.e.10%)				
	Failure to use this form may result in disqualification			GRAND TOTAL	\$144,262.40
		Vendor Information			
Name:	PerkinElmer U.S. LLC				
Address:	710 Bridgeport Avenue				
	Shelton, CT 06484-4794				
Phone:	855-726-9377		_		
Email Address:	Edwin.Claudio@perkinelmer.com				
orized Signature:	Julia Hamilton				

ONESOURCE LABOR SERVICES	ATORY Quotation 40822	572 05/28	Quote Expiration Date 05/28/2023 Your Prior Agreement Your Prior PO Number	
PerkinElmer [®] For the Better	Customer Contact JOSH ARBAUGH			
PerkinElmer U.S. LLC 710 Bridgeport Avenue	Telephone Number 304-558-2227	Telephone Number304-558-2227Fax Number		
SHELTON, CT 06484-4794 USA Tel:(855) 726-9377 Fax:(203) 266-1072	Contact Email jarbaugh@wvda.us			
Site Address		Invoicing Address		
WV DEPT OF AGRICULTURE REGULATORY AND ENV AFF 313 GUS R DOUGLASS LANE CHARLESTON WV 25312	AIRS DIV	WEST VIRGINIA DEPT (REGULATORY AND EN 1900 KANAWHA BLVD E CHARLESTON WV 253	V AFFAIRS DIV	
Payment Terms Net 30 days	Billing Plan Quarterly	Coverage Period 06/01/2023 to 05/31/2024	Page Number 1 of 12	

Line	Quantity	Model	Coverage Details	Gross Price	Discount	Net Price
10	1.000	LCN2993000	QSight LX50 Column Module Coverage Dates 06/01/2023 to 05/31/2024 Serial No. (190048) Gold Service Plan with 1PM 1 Preventive Maintenance visit Unlimited Repair Service - Non-consumable Parts, Labor, Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification			920.04
20	1.000	LCN2992000	QSight LX50 Precision Sampling Module Coverage Dates 06/01/2023 to 05/31/2024 Serial No. (180159) Gold Service Plan with 1PM 1 Preventive Maintenance visit Unlimited Repair Service - Non-consumable Parts, Labor, Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification			3,522.72
30	1.000	LCN2991000	QSight LX50 Solvent Delivery Module Coverage Dates 06/01/2023 to 05/31/2024 Serial No. (190060) Gold Service Plan with 1PM 1 Preventive Maintenance visit Unlimited Repair Service - Non-consumable Parts, Labor, Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification			5,181.20
40	1.000	LCMBC003382	QSight 220 Multi Opt. Dual Source Coverage Dates 06/01/2023 to 05/31/2024 Serial No. (220BC902070137) Gold Service Plan with 1PM 1 Preventive Maintenance visit Unlimited Repair Service - Non-consumable Parts, Labor, Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification			33,786.72

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

ONESOURCE LABORATORY SERVICES	Quotation Number 40822572	r Quote Expiration Date 05/28/2023 Your Prior Agreement
	Customer Contact JOSH ARBAUGH	Your Prior PO Number
PerkinElmer U.S. LLC 710 Bridgeport Avenue	Telephone Number 304-558-2227	Fax Number
SHELTON, CT	Contact Email jarbaugh@wvda.us	
Site Address	li	nvoicing Address
WV DEPT OF AGRICULTURE REGULATORY AND ENV AFFAIRS DIV 313 GUS R DOUGLASS LANE CHARLESTON WV 25312	R 1	WEST VIRGINIA DEPT OF AGRICULTURE REGULATORY AND ENV AFFAIRS DIV 1900 KANAWHA BLVD E CHARLESTON WV 25305-0177

Coverage Period

Page Number

Billing Plan

Payment Terms

Net 30 days			Quarterly	06/01/2023 to 05/31/2024	2 of 12	
Line	Quantity	Model	Coverage Details	Gross Price	Discount	Net Price
50	1.000	LCN2971035	Serial No. (M16P11057 Gold Service Plan with 1PM 1 Preventive Maintenance visit Unlimited Repair Service - Non Phone/Remote Support 15% Discount on Training / 10% This instrument is nearing the e As such, PerkinElmer will offer whereby PerkinElmer will use a including a service engineer's to that all parts, among other item will be available.	-consumable Parts, Labor, Travel 6 Discount on Qualification Services and of its serviceable life. a service contract for this instrument Il reasonable efforts to provide service ravel and labor, but cannot guarantee s necessary for continued support tional attempts to procure unavailable ditions for further details. ontact your sales representative		5,048.04
60	1.000	LCN2971034	A-30m Column Module Coverage Dates 06/01 Serial No. (K16P10016	1,573.72 /2023 to 05/31/2024 G)		1,573.72

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

	E LABORATORY RVICES	Quotation Num 40822572	ıber	05/28/202	Expiration Date	
PerkinElmer For the Better	Cu	stomer Contact SH ARBAUGH			ior PO Numbe	
PerkinElmer U.S. LLC 710 Bridgeport Avenue SHELTON, CT 06484-4794 USA Tel:(855) 726-9377 Fax:(203) 266-1072	Co	lephone Number 4-558-2227 ontact Email baugh@wvda.us		Fax Nur	nber	
Site Address			Invoicing Ad	dress		
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CHARLESTON W Payment Terms Net 30 days	/ 25312 Billing Pla Quarterly Coverage De Gold Service 1 Preventive Unlimited Re Phone/Remo 15% Discour This instrume As such, Per whereby Per including a se that all parts, will be availa	06 etails Plan with 1PM Maintenance visit epair Service - Non-consumable F ote Support nt on Training / 10% Discount on ent is nearing the end of its service kinElmer will offer a service contr kinElmer will use all reasonable e ervice engineer's travel and labor , among other items necessary fo	CHARLESTON overage Period i/01/2023 to 05/31 Gro Parts, Labor, Travel Qualification Service eable life. ract for this instrument offorts to provide sen r, but cannot guarant or continued support	WV 25305-0 /2024 pss Price es nt vice tee	Page Nu 3 of 12	

70	1.000	LCMBC003382	QSight 220 Multi Opt. Dual Source Coverage Dates 06/01/2023 to 05/31/20 Serial No. (220BC703020021)	33,786.72)24	33,786.72
			Gold Service Plan with 1PM 1 Preventive Maintenance visit Unlimited Repair Service - Non-consumable Parts Phone/Remote Support 15% Discount on Training / 10% Discount on Qua		
80	1.000	LCN2971030	A-30 Solvent Delivery Module Coverage Dates 06/01/2023 to 05/31/20 Serial No. (B17P07122A)	5,677.52	5,677.52

to discuss suitable replacement options.

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

Perkir 710 B SHEL 06484 USA Tel:(8	H Elmer U.S. L ridgeport Ave TON, CT	enue	S Custom JOSH AF Telepho 304-558- Contact	one Number 2227	05/28/2 Your F	Prior Agreement Prior PO Number	
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90	1.000	LCN2971031	Gold Service Plan 1 Preventive Mainte Unlimited Repair Se Phone/Remote Sup 15% Discount on T This instrument is n As such, PerkinElm whereby PerkinElm including a service	06/01/2023 to 05/31/2024 B17P08131G) vith 1PM enance visit ervice - Non-consumable Parts, Labor, Tra	rvices ument service ırantee		5,931.76

will be available. PerkinElmer will not make additional attempts to procure unavailable parts.

that all parts, among other items necessary for continued support

Please see our Terms and Conditions for further details. We strongly recommend you contact your sales representative to discuss suitable replacement options.

ONESOURCE LABORATORY SERVICES	Quotation Number 40822572 Customer Contact	r Quote Expiration Date 05/28/2023 Your Prior Agreement
For the Better	JOSH ARBAUGH	Your Prior PO Number
PerkinElmer U.S. LLC 710 Bridgeport Avenue SHELTON, CT	Telephone Number 304-558-2227	Fax Number
06484-4794 USA Tel:(855) 726-9377 Fax:(203) 266-1072	Contact Email jarbaugh@wvda.us	
Site Address	li	Invoicing Address
WV DEPT OF AGRICULTURE REGULATORY AND ENV AFFAIRS DIV 313 GUS R DOUGLASS LANE CHARLESTON WV 25312	/ R 1	WEST VIRGINIA DEPT OF AGRICULTURE REGULATORY AND ENV AFFAIRS DIV 1900 KANAWHA BLVD E CHARLESTON WV 25305-0177

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Line	Quantity	Model	Coverage Details	Gross Price	Discount	Net Price
100	1.000	LCN2971032	Serial No. (E15P09019 Gold Service Plan with 1PM 1 Preventive Maintenance visit Unlimited Repair Service - Non Phone/Remote Support 15% Discount on Training / 10% This instrument is nearing the e As such, PerkinElmer will offer whereby PerkinElmer will use a including a service engineer's t that all parts, among other item will be available. PerkinElmer will not make addi parts.	-consumable Parts, Labor, Travel & Discount on Qualification Services end of its serviceable life. a service contract for this instrument Il reasonable efforts to provide service ravel and labor, but cannot guarantee s necessary for continued support tional attempts to procure unavailable editions for further details. bontact your sales representative		605.28
120	1.000	LCN2971030	A-30 Solvent Delivery Module Coverage Dates 06/01 Serial No. (H15P07041	5,677.52 /2023 to 05/31/2024 IA)		5,677.52

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Perk		imer [®] or the Better	Customer Contact JOSH ARBAUGH		Your Prior PC	-
PerkinElmer 710 Bridgepc SHELTON, C 06484-4794 USA Tel:(855) 726 Fax:(203) 26	ort Aver CT 6-9377	-	Telephone Number 304-558-2227 Contact Email jarbaugh@wvda.us		Fax Number	
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Serial No. (H15P08038G) Gold Service Plan with 1PM 1 Preventive Maintenance visit Unlimited Repair Service - Non-consumable Parts, Labor, Travel Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification Services This instrument is nearing the end of its serviceable life. As such, PerkinElmer will offer a service contract for this instrument whereby PerkinElmer will use all reasonable efforts to provide service including a service engineer's travel and labor, but cannot guarantee that all parts, among other items necessary for continued support will be available. PerkinElmer will not make additional attempts to procure unavailable parts. Please see our Terms and Conditions for further details. We strongly recommend you contact your sales representative to discuss suitable replacement options. THIS QUOTATION IS SUBJECT TO PERKINELMER'S TERMS AND CONDITIONS OF SERVICE LOCATED AT http://www.perkinelmer.com/corporate/policies/, WHICH IS HEREBY INCORPORATED BY THIS REFERENCE. TERMS SUBJECT TO CREDIT APPROVAL.

ONESOURCE LABORATORY SERVICES	Quotation Number 40822572	Quote Expiration Date 05/28/2023 Your Prior Agreement
PerkinElmer [®] For the Better	Customer Contact JOSH ARBAUGH	Your Prior PO Number
PerkinElmer U.S. LLC 710 Bridgeport Avenue	Telephone Number 304-558-2227	Fax Number
SHELTON, CT 06484-4794 USA Tel:(855) 726-9377 Fax:(203) 266-1072	Contact Email jarbaugh@wvda.us	
Site Address	Invoid	cing Address
WV DEPT OF AGRICULTURE REGULATORY AND ENV AFFAIRS DIV 313 GUS R DOUGLASS LANE CHARLESTON WV 25312	/ REGUL 1900 K	VIRGINIA DEPT OF AGRICULTURE ATORY AND ENV AFFAIRS DIV ANAWHA BLVD E LESTON WV 25305-0177

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Line	Quantity	Model	Coverage Details		Gross Price	Discount	Net Price
140	1.000	CLARUS500MASSSPE C	Clarus 500 MS Turbo Coverage Dates 06/01 Serial No. (651N60119 Gold Service Plan with 1PM 1 Preventive Maintenance visit Unlimited Repair Service - Non Phone/Remote Support 15% Discount on Training / 10% This instrument is nearing the e As such, PerkinElmer will offer whereby PerkinElmer will offer whereby PerkinElmer will use a including a service engineer's t that all parts, among other item will be available. PerkinElmer will not make addi parts. Please see our Terms and Com We strongly recommend you co to discuss suitable replacement	-consumable Parts, Lab 6 Discount on Qualificat and of its serviceable life a service contract for thi Il reasonable efforts to p ravel and labor, but can s necessary for continue tional attempts to procur ditions for further details ontact your sales represe	ion Services s instrument provide service not guarantee ed support e unavailable		13,757.96
150	1.000	CLARUS500GASCHRO M	CLARUS 500 GAS CHROMAT Coverage Dates 06/01 Serial No. (650N51210 Gold Service Plan with 1PM 1 Preventive Maintenance visit Unlimited Repair Service - Non Phone/Remote Support 15% Discount on Training / 10%	/2023 to 05/31/2024 07) -consumable Parts, Lab			4,364.24
160	1.000	CLARUS500MASSSPE C	Clarus 500 MS Turbo Coverage Dates 06/01 Serial No. (651N60725	/2023 to 05/31/2024 01)	13,757.96		13,757.96

		ONESOURCE LABOR SERVICES	ATORY Quotation 4082		Quote Expira 05/28/2023 Your Prior A		
Pe		Elmer [®] For the Better	Customer Contact JOSH ARBAUGH		Your Prior P	-	
710 Bri SHELT 06484- USA Tel:(85	Elmer U.S. I idgeport Ave ON, CT 4794 5) 726-9377 03) 266-107	enue	Telephone Number 304-558-2227 Contact Email jarbaugh@wvda.us		Fax Number		
	Si	te Address		Invoicing Ad	dress		
	RE 31	V DEPT OF AGRICULTURE EGULATORY AND ENV AFF 3 GUS R DOUGLASS LANE HARLESTON WV 25312	AIRS DIV				
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to discuss suitable replacement options. THIS QUOTATION IS SUBJECT TO PERKINELMER'S TERMS AND CONDITIONS OF SERVICE LOCATED AT http://www.perkinelmer.com/corporate/policies/, WHICH IS HEREBY INCORPORATED BY THIS REFERENCE. TERMS SUBJECT TO CREDIT APPROVAL.

Please see our Terms and Conditions for further details. We strongly recommend you contact your sales representative

15% Discount on Training / 10% Discount on Qualification Services

As such, PerkinElmer will offer a service contract for this instrument whereby PerkinElmer will use all reasonable efforts to provide service including a service engineer's travel and labor, but cannot guarantee that all parts, among other items necessary for continued support

PerkinElmer will not make additional attempts to procure unavailable

This instrument is nearing the end of its serviceable life.

will be available.

parts.

Perkir 710 B SHEL 06484 USA Tel:(8		enue	-	ber	05/28/20	rior Agreeme	nt
	W\ RE 31:	te Address / DEPT OF AGRICULTURE /GULATORY AND ENV AFF 3 GUS R DOUGLASS LANE /ARLESTON WV 25312	FAIRS DIV	WEST V REGUL/ 1900 KA	ING Address IRGINIA DEPT OF ATORY AND ENV A NAWHA BLVD E ESTON WV 25305	AFFAIRS DIV	
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_ine	Quantity	Model	Coverage Details		Gross Price	Discount	Net Price
			Serial No. () Gross Price Discount Net Price Note: Taxes will be applied to y A BILLABLE PRE-CONTRACT REQUIRED BEFORE INSTRUMENTS CAN BE PLAC INSTRUMENTS CAN BE PLAC INSTRUMENTS ARE DETERMINED TO BE OPERA PURCHASES THE CONTRAC INCLUDING A PM VISIT, THIS THE SERVICE CONTRACT. IF HOWEVER, TI OPERATIONAL, THEN REPAIRS WILL BE REQUIRED ACTIVATION. CURRENT, PREVAILING RATES WILL AP TRAVEL.	INSPECTION VISIT MAY CED UNDER CONTRACT. TIONAL AND THE CUSTO VISIT WILL BE COVEREI HE INSTRUMENTS ARE N D PRIOR TO CONTRACT	IF THE MER D UNDER ION-		144,262.40 144,262.40
			CRFQ AGR2300000028				

PerkinElmer U.S. LLC 710 Bridgeport Avenue SHELTON, CT 06484-4794		Telephone Number 304-558-2227 Contact Email jarbaugh@wvda.us	Fax Numbe	r
USA Tel:(855) 726-9377 Fax:(203) 266-1072				
Tel:(855) 726-9377	ldress		nvoicing Address	

Net 30 days	Quarterly	06/01/2023 to 05/31/2024	10of 12	

Please enter your requested Planned Maintenance dates for each line or leave blank if you want PerkinElmer to schedule based on factory recommendations.

Line	Model	Description	Date	Date	Date	Date	Date
10	LCN2993000	QSight LX50 Column Module					
		Gold 1 PM					
20	LCN2992000	QSight LX50 Precision Sampling Module					
		Gold 1 PM					
30	LCN2991000	QSight LX50 Solvent Delivery Module					
		Gold 1 PM					
40	LCMBC003382	QSight 220 Multi Opt. Dual Source					
		Gold 1 PM					
50	LCN2971035	A-30 PDA Detector					
		Gold 1 PM					
60	LCN2971034	A-30m Column Module					
		Gold 1 PM					
70	LCMBC003382	QSight 220 Multi Opt. Dual Source					
		Gold 1 PM					
80	LCN2971030	A-30 Solvent Delivery Module					
		Gold 1 PM					
90	LCN2971031	A-30 Sampling Module					
		Gold 1 PM					
100	LCN2971032	A-30h Column Module					
		Gold 1 PM					

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

	Quotation Number 40822572 Customer Contact JOSH ARBAUGH	Quote Expiration Date 05/28/2023 Your Prior Agreement Your Prior PO Number
PerkinElmer U.S. LLC 710 Bridgeport Avenue SHELTON, CT 06484-4704	Telephone Number 304-558-2227 Contact Email jarbaugh@wvda.us	Fax Number
Site Address WV DEPT OF AGRICULTURE REGULATORY AND ENV AFFAIRS DIV 313 GUS R DOUGLASS LANE CHARLESTON WV 25312	WEST VIR REGULATO 1900 KANA	g Address GINIA DEPT OF AGRICULTURE ORY AND ENV AFFAIRS DIV AWHA BLVD E TON WV 25305-0177

Paymer Net 30 d	nt Terms lays	Billing Plan Quarterly	Coverage Period 06/01/2023 to 05/31/2024	Page Number 11of 12
120	LCN2971030	A-30 Solvent Delivery Module		
		Gold 1 PM		
130	LCN2971031	A-30 Sampling Module		
		Gold 1 PM		
140	CLARUS500MASSSPEC	Clarus 500 MS Turbo		
		Gold 1 PM		
150	CLARUS500GASCHROM	CLARUS 500 GAS CHROMATOGRAPH		
		Gold 1 PM		
160	CLARUS500MASSSPEC	Clarus 500 MS Turbo		
		Gold 1 PM		
170	CLARUS500GASCHROM	CLARUS 500 GAS CHROMATOGRAPH		
		Gold 1 PM		
180	SURCHARGE-FUEL	FUEL SURCHARGE		

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

ONESOURCE LA SERVIC		Quotation Number 40822572			Quote Expiration Date 05/28/2023 Your Prior Agreement		
PerkinElmer [®] For the Better	Custome JOSH ARB				Prior PO Number		
PerkinElmer U.S. LLC 710 Bridgeport Avenue	Telephon 304-558-22	e Number 227	r	Fax N	umber		
SHELTON, CT 06484-4794 USA	Contact E jarbaugh@						
Tel:(855) 726-9377 Fax:(203) 266-1072							
Site Address			Invoicing A	ddress			
WV DEPT OF AGRICUL REGULATORY AND EN 313 GUS R DOUGLASS CHARLESTON WV 253	/ AFFAIRS DIV LANE		WEST VIRGIN REGULATORY 1900 KANAWH CHARLESTON	' AND ENV IA BLVD E			
Payment Terms Net 30 days	Billing Plan Quarterly		Coverage Period 06/01/2023 to 05/3	1/2024	Page Number 12of 12		
	PerkinEln	ner Cont	act Information				
Quoted By : EDWIN CL	AUDIO		Telephone Nu	mber	: 860-544-2168		
Email : EDWIN.CL	AUDIO@PERKINELM	ER.COM	Fax Number		: 203-944-4983		
NOTES:							
The prices quoted are based on the refere	enced billing plan, other plan	s are availab	le but will include addionationa	al administra	ative charges.		
Customer is responsible for applicable tax	es, including sale, use and/c	or excise tax	unless otherwise noted above				
PLEASE SIGN THIS MAINTENANCE AC	REEMENT QUOTATION A	ND RETURN	I ORIGINAL COPY ALONG W	ITH YOUR	PURCHASE ORDER TO:		
By Mail : PerkinElmer U.S. LLC		By Fax:	203-944-4983				
710 Bridgeport Avenue SHELTON, CT 06484-4794 USA		OR By Email:	EDWIN.CLAUDIO@PERKIN	ELMER.CO	M		
YOUR SIGNATURE BELOW CONFIRMS INCLUDED THEREIN IS CORRECT TO IN ORDER TO AVOID A LAPSE IN SER CONTRACT.	THE BEST OF YOUR KNOW	VLEDGE.					
Accepted By:							
Signature of Authorized Individual			Date				
Print Name and Title			Date				
Customer Purchase Order Number			Date				
THIS QUOTATION IS SUBJECT TO PERK				http://www.p	perkinelmer.com/corporate/policies		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2023

C B R	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, A	IVELY SURAN ND THE	OR NEGATIVELY AMEND, CE DOES NOT CONSTITUT E CERTIFICATE HOLDER.	EXTEI TE A C	ND OR ALTI	ER THE CO BETWEEN T	VERAGE AFFORDED B HE ISSUING INSURER(Y THE S), AU	E POLICIES JTHORIZED
lf	MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject his certificate does not confer rights t	to the	terms and conditions of th	ne polic	certain po	olicies may			
	DUCER			CONTA NAME:		,.			
MARSH USA, LLC.				PHONE			FAX (A/C, No):		
	99 HIGH STREET BOSTON, MA 02110			(A/C, No E-MAIL			(A/C, No):		
	Attn: Boston.certrequest@Marsh.com			ADDRE					
							RDING COVERAGE		NAIC #
	42193760GAWUP-23-24				RA: Liberty Mut		e Company		23035
INSU	JRED PerkinElmer US, LLC			INSURE	кв: Liberty Insu	Irance Company			42404
	710 Bridgeport Ave.,			INSURE	R C : LM Insuran	ce Corporation			33600
	M/S 172, Shelton, CT 06484			INSURE	RD: Ironshore S	Specialty Insurance	e Company		25445
				INSURE	RE:				
				INSURE	RF:				
		-	ATE NUMBER:		-011617494-01		REVISION NUMBER: 4		
	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTAI	MENT, TERM OR CONDITION IN, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO	CT TO D ALL	WHICH THIS
A	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY	INSD W	VVD POLICY NUMBER TB2-611-C30N51-053		(MM/DD/YYYY) 03/13/2023	(MM/DD/YYYY) 03/13/2024	LIMIT	-	2,000,000
^			162-011-0301031-033		03/13/2023	03/13/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$	
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$	2,000,000
	· · · · · · · · · · · · · · · · · · ·						MED EXP (Any one person)	\$	-
]						PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	
	OTHER:							\$	
A	AUTOMOBILE LIABILITY		AS2-611-C30N51-043		03/13/2023	03/13/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							(* ** *******	\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$							\$	
С	WORKERS COMPENSATION		WA5-61D-C30N51-013 (AOS)		03/13/2023	03/13/2024	X PER OTH- STATUTE ER	Ψ	
В	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE		WA7-61D-C30N51-033 (MA, PR)		03/13/2023	03/13/2024	E.L. EACH ACCIDENT	\$	1,000,000
С	OFFICER/MEMBER EXCLUDED?	N / A	WC5-611-C30N51-023 (WI, PR)		03/13/2023	03/13/2024			1,000,000
	If yes, describe under						E.L. DISEASE - EA EMPLOYEE		1,000,000
D	DÉSCRIPTION OF OPERATIONS below Products Liability &		HC7PACQLJC001		03/13/2023	03/13/2024	E.L. DISEASE - POLICY LIMIT Limit:	Φ	10,000,000
			HC/FACQLJC001		03/13/2023	03/13/2024			
	Professional Liability						SIR:		500,000
RE: (L CRIPTION OF OPERATIONS / LOCATIONS / VEHIC CRFQ 1400 AGR2300000028. e of West Virginia is included as additional insured wh	•					ed)		
	RTIFICATE HOLDER			CAN	CELLATION				
	State of West Virginia Attn: Crystal G Hustead 2019 Washington St East Charleston, WV 25305			THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C/ EREOF, NOTICE WILL E Y PROVISIONS.		
1				AUTHO	RIZED REPRESE	NTATIVE			
									-
							Marsh USA -	CLO	2
					© 19	88-2016 AC	ORD CORPORATION.	All rig	hts reserved.

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Exhibit A

	CRFQ AGR230000028									
Item No.	Description	Model No/Brand Name	Quanity	Unit Price	Extended Amount					
	Preventative Maintenance Service Plan (priority response) includes labor, necessary replacement parts, travel to instrument location, emergency breakdown visits, one preventive maintenance visit annually, equipment/software upgrades, technical and remote support through Simplicity TM , Empower TM , & Turbomass TM softwares	PerkinElmer U.S. LLC	1	\$144,262.40	\$144,262.40					
	List Your Percentage of Discount on Training (i.e.10%)			15%						
	List Your Percentage of Discount on Upgrades (i.e.15%)			15%						
	List Your Percentage of Discount on Consumables (i.e.10%)									
	Failure to use this form may result in disqualification			GRAND TOTAL	\$144,262.40					
	Bidder	Vendor Information								
Name:	PerkinElmer U.S. LLC									
Address:	Address: 710 Bridgeport Avenue									
	Shelton, CT 06484-4794									
Phone:	Phone: 855-726-9377									
Email Address:	Email Address: Edwin.Claudio@perkinelmer.com									
	Authorized Signature: Jessica Olsen									