



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 @ 1

List View

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

Procurement Folder: 1226302
 Procurement Type: Central Contract - Fixed Amt
 Vendor ID: VC0000121387
 Legal Name: REMI HOLDINGS LLC
 Alias/DBA:
 Total Bid: \$77,606.88
 Response Date: 05/24/2023
 Response Time: 11:48
 Responded By User ID: kchilders
 First Name: Kristen
 Last Name: Childers
 Email: contracts@theremigroup.com
 Phone: 7046020833

SO Doc Code: CRFQ
 SO Dept: 1400
 SO Doc ID: AGR2300000028
 Published Date: 5/9/23
 Close Date: 5/24/23
 Close Time: 13:30
 Status: Closed
 Solicitation Description: INSTRUMENT SERVICE AND PREVENTATIVE MAINTENANCE
 Total of Header Attachments: 1
 Total of All Attachments: 1



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
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 ESR05242300000005944	1

VENDOR
 VC0000121387
 REMI HOLDINGS LLC

Solicitation Number: CRFQ 1400 AGR2300000028
Total Bid: 77606.88000000000465661287307 **Response Date:** 2023-05-24 **Response Time:** 11:48:46
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	Preventative Maintenance				77606.88

Comm Code	Manufacturer	Specification	Model #
81101706			

Commodity Line Comments: Please reference the attached document for Remi's complete response and quote.
Please reference Remi Quote Number 642697.1 on a resulting award.

Extended Description:

Pricing to be included on attached Exhibit A Pricing Page



A PartsSource Company

Instrument Service & Preventative Maintenance Plan

NOTICE ID CRFQ AGR2300000028

Prepared for:
**West Virginia Department of Agriculture
Regulatory Protection Division
313 Gus R Douglas Ln
Bldg 11
Charleston, WV 25305**

ATTN: Crystal Husted

Prepared by:
Remi Holdings, LLC
6325 Ardrey Kell Road, Suite 200
Charlotte, NC 28277

SOLICITATION POC:
Katie Close, Proposal Writer
Remi
p. (239) 539-9726 | f. (704) 887-2916
Katie.Close@theremigroup.com



Table of Contents

<i>Section</i>	<i>Page(s)</i>
Introduction	1
Technical Capability	2-4
Past Performance & Experience	5
Exceptions & Clarifications	6

Exhibits

- A. Equipment Price Quote**
- B. Required Attachments**

Crystal Husted
West Virginia
Department of Agriculture

May 24, 2023

Notice ID CRFQ AGR230000028 – Instrument Service & Preventative Maintenance Plan

Crystal Husted,

We are pleased to submit our proposal to the West Virginia Department of Agriculture that meets the core requirements of current Notice ID CRFQ AGR230000028 – Instrument Service & Preventative Maintenance Plan. Remi has extensive experience in providing comprehensive maintenance agreements for a wide range of laboratory equipment nationwide spanning multiple geographical locations. **Remi has supported Perkin Elmer instruments under its maintenance program since 2003 and currently administers coverage for Perkin Elmer systems for several Local, State, and Federal facilities. Presently, Remi has maintenance agreements in West Virginia within the Department of Environmental Protection and West Virginia State University.**

Remi offers a cost-effective Firm-Fixed Price maintenance agreement that would allow the use of Original Equipment Manufacturer (OEM) and qualified Independent Service Organization (ISO) technicians to perform services throughout the contract term. This is accomplished by utilizing service providers on a billable basis; Remi coordinates the entire service delivery process and issues payment directly to the service provider for each covered service event performed.

For over 20 years our maintenance management solution has provided clients with custom coverages, total cost control and protection; upfront savings; detailed reporting; and full coverage inclusive of parts, labor, travel, preventative maintenance, telephone support, and emergency repairs. Remi has extensive experience in managing complex equipment maintenance agreements comparable to the subject requirement.

We would be honored to serve the West Virginia Department of Agriculture and will be available at your convenience to answer any questions you may have.

Sincerely,

Katie Close

Katie Close
Proposal Writer
239-539-9726
Katie.Close@theremigroup.com

Technical Capability

For evaluation purposes, Remi has included a list of contractor requirements necessary to provide a comprehensive service agreement on the referenced PerkinElmer equipment. Remi has provided its technical capabilities for providing comprehensive coverage under its maintenance model and presently covers similar equipment for various government entities nationwide.

Full-Service Maintenance Coverage Overview

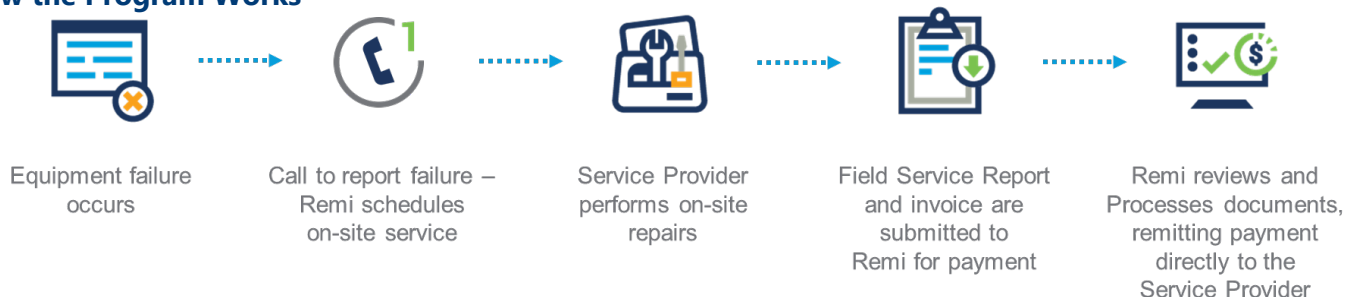
Remi's Equipment Maintenance Agreement (EMA) covers the cost of on-site repair service, parts, labor, travel, and preventative maintenance visits per OEM specifications. While Remi does not directly employ service technicians, the proposed EMA allows use of qualified service providers from Remi's Vendor Network (including manufacturers and independent service organizations) to accomplish on-site services. Core features of Remi's maintenance program include:

- Coverage for on-site repair service, parts, labor, travel, and preventative maintenance visits.
- Routine services provided by Original Equipment Manufacturer and qualified Independent Service Organization technicians.
- Repair coverage by qualified service provider during standard business hours of 8am-5pm, Monday through Friday.
- Response by Remi Dispatch to service requests by telephone within one (1) hour of notification during normal business hours and no more than two (2) hours when called after normal business hours.
- Telephone Technical Support by qualified providers.
- Coverage for Loaner Instruments and/or components (when available).
- Internet-Based Management Reporting System (Remi Online).

Dispatch Service Center

Technical users will initiate service by calling the Remi Dispatch Service Center. Remi's Service Representatives will collect necessary information about the specific service need and immediately contact the designated service provider to initiate service. The Remi Dispatch Service Center offers the West Virginia Department of Agriculture a single point of contact for initiating all maintenance service requests and is fully staffed 7:30am-8:00pm Eastern Standard Time. Unlike most dispatch centers, Remi's US-based Dispatch Service Center does not have a time-consuming phone tree for users to navigate. Instead, most calls are answered on the first attempt by a live operator without an automatic pre-screening or hold time. The Dispatch Service Center is always available outside of normal business hours to field questions and place service calls.

How the Program Works



Responsive On-Site Service

Remi's Dispatch Service Representatives coordinate all service requests and place the highest priority on requests for emergency on-site service. Onsite response time is often similar to the responsiveness provided under an OEM-direct contract. Like most OEM agreements, onsite response time is based on the availability of technicians and/or parts at the time-of-service need. Additional qualified service providers may be identified to improve responsiveness on non-proprietary systems.

Vendor Service Network

Remi utilizes manufacturer and independent service organization technicians to repair and maintain the referenced equipment. Remi has provided equipment management services for over 20 years and currently manages over 38,000 service events annually. Remi's Vendor Team continually searches for quality vendors to add to its vendor network database, and regularly identifies qualified small business vendors to perform service.

Preventative Maintenance

Remi provides coverage for annual Preventative Maintenance visits per OEM specifications. The PMs will be performed by a qualified Field Service Engineer (FSE) in accordance with OEM guidelines at a time and date mutually acceptable to the authorized technical user and the vendor's FSE. Preventative Maintenance visits are initiated by the West Virginia Department of Agriculture and should be requested through Remi's dispatch center 4-6 weeks prior to any PM completion date requirements. The FSE will confirm the system is performing in accordance with the manufacturer's performance standards upon completion via a Contractor Service Report.

Technical Support

Remi shall cover the cost of technical support and/or troubleshooting provided by the Vendor to address a covered hardware malfunction. Billable remote diagnostics, remote monitoring, reagent, and application support are not included in the program.

Software

Software updates and revisions are limited to those which are provided by the OEM, or qualified ISO, at no additional cost during corrective and/or preventative maintenance service. These OEM-sponsored updates address error revisions and/or reliability fixes to an existing software license. Other software maintenance, including elective enhancements, billable applications support, and billable upgrades, are not covered under the agreement.

Replacement Parts

All replacement parts are supplied by the vendor and comply with the Original Equipment Manufacturers specifications. Replacement parts for covered service events are provided at no additional cost to the Government except for consumables, supplies, and/or parts needed because of non-covered service events.

Loaner Instruments

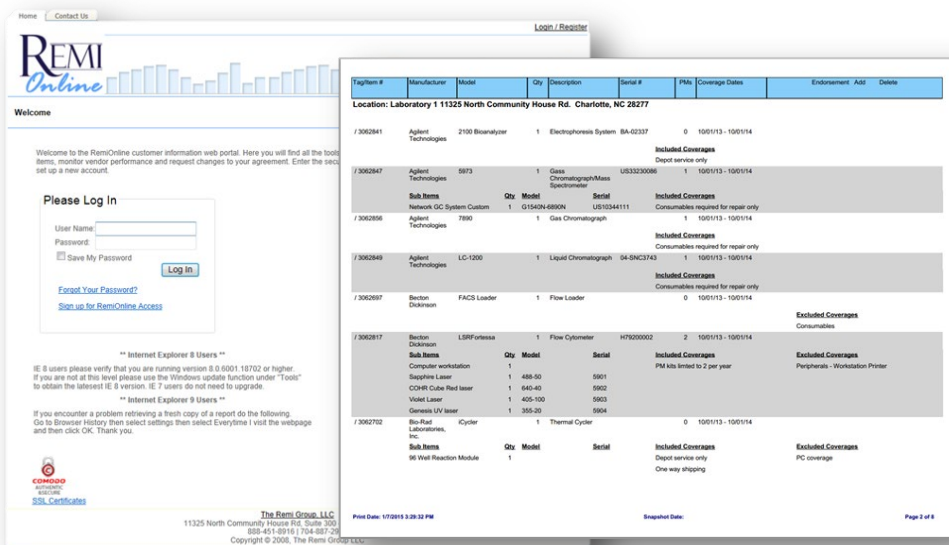
Remi’s Equipment Maintenance Agreement provides coverage for the cost of substitute or loaner instruments and/or components, when available from the manufacturer, for up to ten (10) days.

Maintenance Cost Control

In the event the cost of any individual maintenance or repair service is expected to exceed \$7,500, Remi will provide the West Virginia Department of Agriculture with an internal Escalation Team to review the proposed solution from the service provider. The Escalation Team will conduct a cost-reasonableness review to confirm that the proposed solution is the most cost-effective option. If necessary, Remi shall utilize additional qualified service providers and parts sources to manage the service event in the most cost-effective manner.

Remi Online

Remi offers complete program transparency to its clients via its secure website, Remi Online. Program reporting is updated in real-time and provides each agency with the ability to view maintenance history reports, covered equipment data, vendor usage reports, and much more. Equipment maintenance activity is available 24x7 through Remi Online.



Implementation

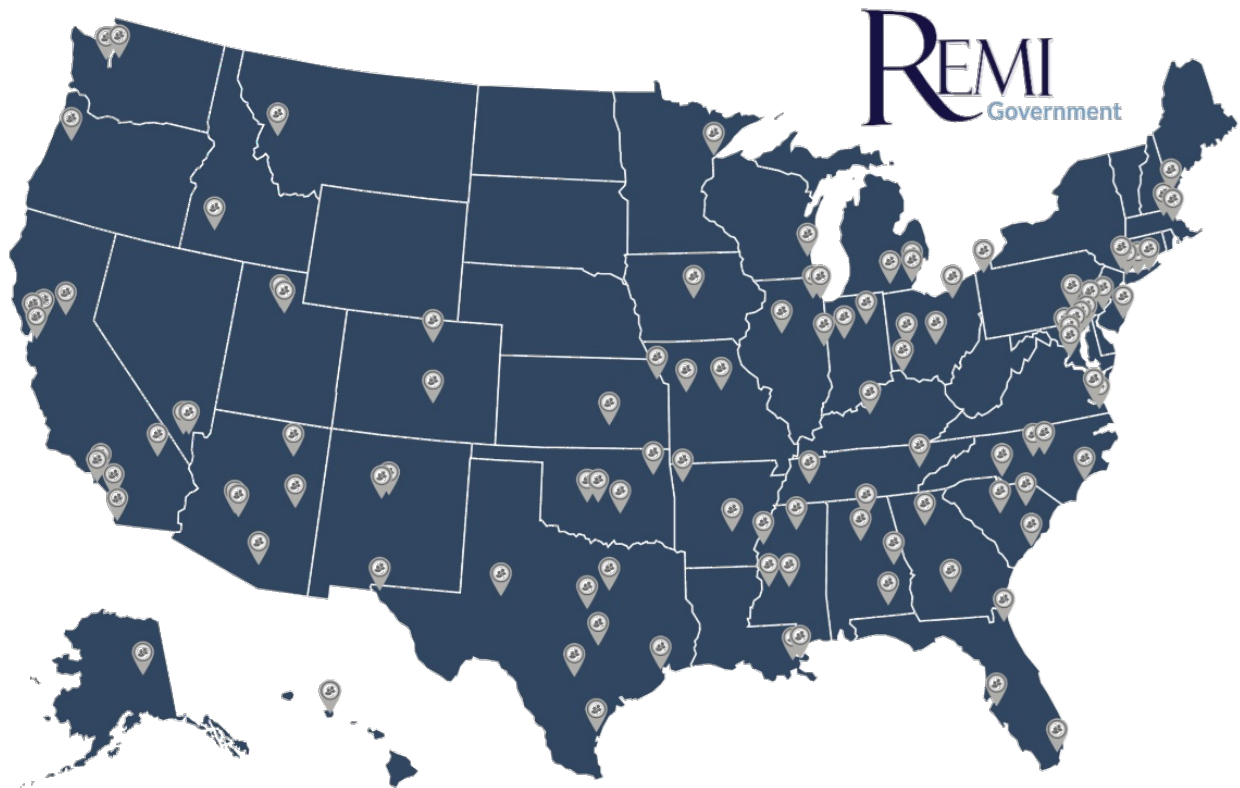
At the onset of the agreement, the customer will receive a welcome email and welcome packet via USPS including equipment tags, full equipment schedule, and Dispatch Client Reference Guide. In addition, the customer will join a formal implementation call hosted by a designated Remi representative to provide an overview of operational processes and ensure seamless service delivery during the contract term. Following implementation, the customer will have access to a dedicated Customer Service team that is readily available to address any agreement related questions. This team is fully equipped and staffed to answer all questions and to assist with any equipment updates and requests in a timely fashion. An introductory video to the Remi service process has been provided below:

[Implementation Guide \(▶\)](#)

Past Performance & Experience

For more than 20 years, Remi's has provided Equipment Maintenance Programs (EMP) across all major market segments including government entities and municipalities, colleges and universities, major healthcare organizations, and financial institutions. As the cost of manufacturer maintenance agreements continue to rise, organizations will continue to seek innovative and operational transparent solutions like Remi's to drive down the cost of equipment maintenance contracts. Remi's EMP enables end users to analyze and effectively control equipment maintenance expenditures while realizing improved levels of administrative efficiency.

Remi currently provides Equipment Maintenance Agreements for 25 states, major healthcare organizations, colleges, universities and research institutions, and various federal agencies. Remi possesses the experience and expertise necessary to provide a comprehensive maintenance agreement for the equipment referenced and has successfully performed this work for state and government entities as well as private institutions throughout the country.



Exceptions & Clarifications

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.

Remi is unable to meet two of the mandatory requirements, which are remote support via the PE software platform as well as providing all equipment and software upgrades at no extra cost.

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.

Technical Support

Remi shall cover the cost of technical support and/or troubleshooting provided by the Vendor to address a covered hardware malfunction. Billable remote diagnostics, remote monitoring, reagent, and application support are not included in the program.

Option for discounts on training (10%), upgrades (15%), and consumables (10%). Software upgrades must be free of charge.

Software

Software updates and revisions are limited to those which are provided by the OEM, or qualified ISO, at no additional cost during corrective and/or preventative maintenance service. These OEM-sponsored updates address error revisions and/or reliability fixes to an existing software license. Other software maintenance, including elective enhancements, billable applications support, and billable upgrades, are not covered under the agreement.



Remi

6325 Ardrey Kell Road, Suite 200

Charlotte, NC 28277

Phone: (888) 451-8916

Email: ProposalTeam@theremigroup.com

TIN/EIN: 461553389

DUNS: 078706230

Category: Large

ACCOUNT: West Virginia Department of Agriculture

QUOTE #: 642697.1

DATE: 05/24/2023

Remi Price/Year
\$77,606.88

Billing Options: Prepaid annual, prepaid quarterly, or monthly in arrears.

Order Instructions: All orders must reference the above quote number.

Maintenance Agreement Overview

- Routine Service Provided by Manufacturer or Qualified Provider
- Maintenance Performed In Accordance with OEM Specifications
- Unlimited Corrective/Emergency Repairs per Attached Quotation
- Internet-Based Management Reporting System (Remi Online)
- Limited Coverage for Rental/Loaner Units
- 24/7 Access to Remi Dispatch Service Center
- Freedom to Add/Delete Equipment
- Corrective Repair Includes:
 - *Parts*
 - *Labor*
 - *Travel*
 - *Shipping*
- Labor: 24x7x365 per Attached Quotation
- OEM Technical Support for Covered Service Events
- Overtime is the Responsibility of Customer Unless Otherwise Indicated on Quotation

Service Requests Managed by Remi Service Center at (866) 296-4847

Purchase Orders or Contracts accepting this quotation are subject to The Remi Group's Equipment Maintenance Agreement:

<http://www.theremigroup.com/rfpema.pdf>



Equipment Maintenance Quotation

Client: State of West Virginia
 1900 Kanawha Blvd E
 Charleston, West Virginia

Quote Number: 642697.1

Quote Date: 5/24/2023

Item #	Manufacturer	Description	Qty	Model	Serial Number	PM/Year	Current Contract Expiration Date	Remi Annual Maintenance Price
Location : Department of Agriculture								
4506948	Perkin Elmer	Triple Quad LC/MS	1	QSight 220	220BC703020021	1		\$28,243.20
<u>Sub Items</u>		<u>Qty</u>	<u>Model</u>	<u>Serial</u>	<u>Excluded Coverage</u>			
Column Module		1	LX50	190048	Parts that are deemed user replaceable and are considered wetted including but not limited to seals, filters, gaskets, valves, syringes, tubing, tips.			
Precision Sampling Module		1	LX50	180159				
4506949	Perkin Elmer	Triple Quad LC/MS	1	QSight 220	220BC902070137	1		\$28,243.20
<u>Sub Items</u>		<u>Qty</u>	<u>Model</u>	<u>Serial</u>	<u>Excluded Coverage</u>			
Column Module		1	A-30M	K16P10016G	Parts that are deemed user replaceable and are considered wetted including but not limited to seals, filters, gaskets, valves, syringes, tubing, tips.			
Solvent Delivery Module		1	LX50A-30	B17P07122A				
PDA Detector		1	A-30	M16P11057A				
Sampling Module		1	A-30	B17P08131G				
Column Module		1	A-30h	E15P09019G				
Solvent Delivery Module		1	A-30	H15P07041A				
Sampling Module		1	A-30	H15P08038G				
4506950	Perkin Elmer	Gas Chromatograph	1	Clarus 500 GC	650N6011902	1		\$4,600.80
<u>Sub Items</u>		<u>Qty</u>	<u>Model</u>	<u>Serial</u>	<u>Excluded Coverage</u>			
					Parts that are deemed user replaceable and are considered wetted including but not limited to seals, filters, gaskets, valves, syringes, tubing, tips.			
4506951	Perkin Elmer	Gas Chromatograph	1	Clarus 500 GC	650N6072507	1		\$4,600.80
<u>Sub Items</u>		<u>Qty</u>	<u>Model</u>	<u>Serial</u>	<u>Excluded Coverage</u>			
					Parts that are deemed user replaceable and are considered wetted including but not limited to seals, filters, gaskets, valves, syringes, tubing, tips.			
4506952	Perkin Elmer	Mass Spectrometer	1	Clarus 500 MS	651N6072501	1		\$11,918.88

Item #	Manufacturer	Description	Qty	Model	Serial Number	PM/ Year	Current Contract Expiration Date		Remi Annual Maintenance Price
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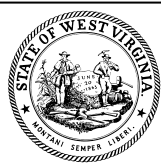
Excluded Coverage

Parts that are deemed user replaceable and are considered wetted including but not limited to seals, filters, gaskets, valves, syringes, tubing, tips.

Department of Agriculture Subtotals:			5						\$77,606.88
			5				Quote Total		\$77,606.88

Client Notes:

Option Year 1:	\$81,875.26
Option Year 2:	\$86,378.40
Option Year 3:	\$91,129.21



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

Proc Folder: 1226302
Doc Description: INSTRUMENT SERVICE AND PREVENTATIVE MAINTENANCE
Proc Type: Central Contract - Fixed Amt
Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2023-05-09	2023-05-24 13:30	CRFQ 1400 AGR2300000028	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000003080
Vendor Name : Remi Holdings, LLC
Address : 6325 Ardrey Kell Road
Street : Suite 200
City : Charlotte
State : NC **Country :** USA **Zip :** 28277
Principal Contact : Kristen Childers, Contract Manager
Vendor Contact Phone: 888-451-8916 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor Signature X *Kristen Childers*

FEIN# 461553389

DATE 5/24/2023

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 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	Preventative Maintenance			77,606.88	77,606.88
Please reference the attached document for Remi's complete response and quote.					
Please reference Remi Quote Number 642697.1 on a resulting award.					

Comm Code	Manufacturer	Specification	Model #
81101706			

Extended Description:

Pricing to be included on attached Exhibit A Pricing Page

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2023-05-12

	Document Phase	Document Description	Page
AGR2300000028	Final	INSTRUMENT SERVICE AND PREVENTATIVE MAINTENANCE	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **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.

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 wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 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 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 WV OASIS 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 one (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 Three (3) 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.

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, 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.

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

7. REQUIRED DOCUMENTS: All of the items checked 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.

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 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.

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 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.

(Printed Name and Title) Kristen Childers, Contract Manager

(Address) 6325 Ardrey Kell Rd Suite 200 Charlotte, NC 28277

(Phone Number) / (Fax Number) 888-451-8916 Fax: 704-887-2916

(Email address) proposalteam@theremigroup.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.

Remi Holdings, LLC

(Company)

Kristen Childers

(Signature of Authorized Representative)

Kristen Childers, Contract Manager 5/24/2023

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

888-451-8916 Fax: 704-887-2916

(Phone Number) (Fax Number)

proposalteam@theremigroup.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGR2300000023

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.

Remi Holdings, LLC
Company

Kristen Childers
Authorized Signature

5/24/2023
Date

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

REQUEST FOR QUOTATION
CRFQ AGR2300000028
Instrument Service & Preventative Maintenance Plan

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 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.

REQUEST FOR QUOTATION
CRFQ AGR230000028
Instrument Service & Preventative Maintenance Plan

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 AGR230000028
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

REQUEST FOR QUOTATION
CRFQ AGR2300000028
Instrument Service & Preventative Maintenance Plan

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:

REQUEST FOR QUOTATION
CRFQ AGR230000028
Instrument Service & Preventative Maintenance Plan

- 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 AGR230000028
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 Manager: Kristen Childers
Telephone Number: 888-451-8916
Fax Number: 704-887-2916
Email Address: proposalteam@theremigroup.com

Exhibit A Pricing Page

CRFQ AGR230000023					
Item No.	Description	Model No/Brand Name	Quantity	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™, Empower™, & Turbomass™ softwares		1	\$77,606.88	\$77,606.88
	List Your Percentage of Discount on Training (i.e.10%)			NA	
	List Your Percentage of Discount on Upgrades (i.e.15%)			NA	
	List Your Percentage of Discount on Consumables (i.e.10%)			NA	
	Failure to use this form may result in disqualification			GRAND TOTAL	\$77,606.88

Please reference the attached document for Remi's complete response and quote. Please reference Remi Quote Number 642697.1 on a resulting award.

Bidder / Vendor Information	
Name:	Remi Holdings, LLC
Address:	6325 Ardrey Kell Rd Suite 200 Charlotte, NC 28277
Phone:	888-451-8916
Email Address:	proposalteam@theremigroup.com
Authorized Signature:	<i>Kristen Childers</i>