



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
 Service - Misc

Proc Folder: 1249204			Reason for Modification:
Doc Description: Lab Testing Equipment and Supplies			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-07-28	2023-08-14 13:30	CRFQ 0313 DEP2400000002	1

BID RECEIVING LOCATION

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

08/09/23 09:36:21
 Purchasing Division

VENDOR

Vendor Customer Code:

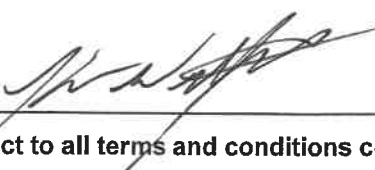
Vendor Name: Preiser Scientific, Inc.

Address : 94
Street : Oliver Street
City : Saint Albans
State : West Virginia **Country :** USA **Zip :** 25177

Principal Contact : Don Meddings

Vendor Contact Phone: 304-727-2902 **Extension:** 211

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X 

FEIN# 55-0257730 **DATE** 8/07/2023

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

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) Don Meddings, Account Manager

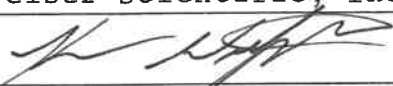
(Address) 94 Oliver St. Saint Albans, WV 25177

(Phone Number) / (Fax Number) 304-727-2902 / 304-727-2932

(Email address) Don@preiser.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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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.

Preiser Scientific, Inc.
(Company) 
(Signature of Authorized Representative)
Kevin Westfall, Vice President 8/7/23
(Printed Name and Title of Authorized Representative) (Date)
304-727-2902 / 304-727-2932
(Phone Number) (Fax Number)
Kevin@preiser.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input 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.

Preiser Scientific Inc.
Company


Authorized Signature

8/7/23
Date

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

REQUEST FOR QUOTATION
Lab Testing Supplies

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

8.2.1 Immediate cancellation of the Contract.

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

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

9.4 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: Don Meddings
Telephone Number: 800-624-8285
Fax Number: 304-727-2932
Email Address: Don@Preiser.com

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: one million (\$1,000,000) per occurrence.

Automobile Liability Insurance in at least an amount of: _____ 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.



PREISESC01

CIMGIBSON

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/9/2023

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

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

PRODUCER AssuredPartners 340 MacCorkle Ave. SE Charleston, WV 25314	CONTACT NAME: Lindsey Kniceley PHONE (A/C, No, Ext): (304) 345-8000 E-MAIL ADDRESS: lindsey.kniceley@assuredpartners.com	FAX (A/C, No): (304) 345-8014	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Preiser Scientific, Inc. et al P. O. Box 1330 St. Albans, WV 25177-1330	INSURER A : Crum & Forster Specialty Insurance Company		44520
	INSURER B : Cincinnati Casualty Company		28665
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution \$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EPK-140072	6/10/2023	6/10/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ENP0442697	6/10/2023	6/10/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EFX-120535	6/10/2023	6/10/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below							
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is added as an additional insured as regards to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

West Virginia Department of Environmental Protection 601 57th Street Charleston, WV 25304	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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 three (3)), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

Item No.	Manufacturer	Manufacturer Product	Description	Current Supplier	Current Supplier Catalog	Unit Measurement	Unit Cost	Estimated Quantity	
1			16OZ PACKER	QUALITY ENVIRONME	1122-0016	12/CS	34	5	\$ -
2			GAL LDPE CUBE	QUALITY ENVIRONME	1211-0128	EA	4.6	10	\$ -
3			40ML VIAL CLEAR	QUALITY ENVIRONME	3112-40ML	72/CS	96.4	5	\$ -
4			32OZ PACKER	QUALITY ENVIRONME	3122-0032	12/CS	52.7	5	\$ -
5			8OZ PACKER	QUALITY ENVIRONME	3122-0008	24/CS	72	5	\$ -
6			32 OZ PACKER	QUALITY ENVIRONME	2122-0032	12/CS	43	5	\$ -
7			QUART LDPE CUBE	QUALITY ENVIRONME	5211-0032	EA	3.1	10	\$ -
8			8 OZ HDPE	QUALITY ENVIRONME	2212-008	EA	1.9	10	\$ -
9			BOTTLE PE 16OZ 28/4	PREISER SCIENTIFIC	CCC-20616NH	EA	1.7	10	\$ -
10			BOTTLE PE 1GAL 110	PREISER SCIENTIFIC	90-2599-71	60/CS	234	5	\$ -
11			BOTTLE SQ 250ML S	PREISER SCIENTIFIC	10-4031-27	48/CS	335	5	\$ -
12			BOTTLE SQ PETG 12	PREISER SCIENTIFIC	10-3925-22	48/CS	270	5	\$ -
13			BOTTLE, SQ PETG 60	PREISER SCIENTIFIC	10-3925-17	96/CS	282.6	5	\$ -
14			NATURAL HDPE OBL	Lab Force (a Thomas S	1171H52	12/CS	NO BID	10	\$ -
15			CONDUCTIVITY STD.	PREISER SCIENTIFIC	RIA-2241-1	EA	84	10	\$ -
16			ETHYL ALCOHOL RE	PREISER SCIENTIFIC	PID-4301-55	EA	160	10	\$ -
17			FORMALDEHYDE 37%	PREISER SCIENTIFIC	PIF-14650-5	EA	190	10	\$ -
18			PH 10.0 BUFFER 20L	PREISER SCIENTIFIC	21-2097-20	1/PK	60	10	\$ -
19			PH4.0 BUFFER 20LT	PREISER SCIENTIFIC	21-2097-14	1/PK	60	10	\$ -
20			PH7.0 BUFFER 20LT	PREISER SCIENTIFIC	21-2097-17	1/PK	60	12	\$ -
21			GLASS AMPOULE, 5M	THOMAS SCIENTIFIC	1195M11	EA	NO BID	10	\$ -
22			GLASS AMPOULE, 2M	THOMAS SCIENTIFIC	1195M14	EA	NO BID	10	\$ -
23			GLASS AMPOULE, 5M	THOMAS SCIENTIFIC	1195M10	EA	NO BID	10	\$ -
24			DPD CHLORINE - BR	LAMOTTE	6896-01	EA	269	10	\$ -
25			CAP PE 110M	PREISER SCIENTIFIC	QEC-OP110-400W	EA	0.7	10	\$ -
26			CLEANSER, LIQUINO	PREISER SCIENTIFIC	11-4766-02	EA	78.1	10	\$ -
27			FILTER .45X50MM W/	PREISER SCIENTIFIC	90-7459-02	10/PK	88	350	\$ -
28			PE MATTING 20X50F	PREISER SCIENTIFIC	91-1126-01	1/PK	68	6	\$ -
29			SYRINGE 50CC, NS,	PREISER SCIENTIFIC	14-4270-68	30/PK	48	5	\$ -
30			SYRINGE 50CC, LL, 30	PREISER SCIENTIFIC	92-1492-53	EA	0.9	10	\$ -
31			SYRINGE FILTER 28	PREISER SCIENTIFIC	90-7459-21	500/PK	91	5	\$ -
32			SYRINGE, POLYPROP	COLE-PARMER	EW-07944-28	25/PK	24	10	\$ -
33			TUBING C-FLEX L/S 2	PREISER SCIENTIFIC	92-2343-25	400/PK	1190	20	\$ -
34			ALCONOX (DETERGENT)			EA	40	10	\$ -
35			PS113 PE SPOUT CA	PREISER SCIENTIFIC	CCC-50428PT1	EA	NO BID	10	\$ -
36			PUMP CAP 28/410	PREISER SCIENTIFIC	CCC-24228W512	EA	0.5	10	\$ -
37			TUBING, TYGON, 1/4	PREISER SCIENTIFIC	92-2345-14	10/PK	72.5	5	\$ -
38			Combination Water Kit	LAMOTTE	4783-03	EA	185.4	10	\$ -
39			PH TEMPERATURE M	HANNA INSTRUMENT	HI9813-6	EA	268	10	\$ -
40			PH PROBES	HANNA INSTRUMENT	HI1285-6	EA	135	10	\$ -
41			WIDE RANGE PH IND	LAMOTTE	2218-H	EA	11.2	10	\$ -
42			DROPPER ASSEMBLY	HACH	2318506	6/PK	22.9	5	\$ -
43			GLASS VIEWING TUB	HACH	173006	6/PK	37.75	5	\$ -
44			WATER TESTING TIN	LOVIBOND	721250	EA	31.85	10	\$ -
45			ELECTRODE STORA	RICCA CHEMICAL CO	2795-16	EA	27.5	10	\$ -

46			ALUMINUM REAGENT	LOVIBOND	535000	EA	168.9	10	\$ -
47			MANGANESE REAGE	LOVIBOND	535100	EA	73.8	10	\$ -
48			PORTABLE PH METE	HACH	HQ11D53101000	EA	NO BID	10	\$ -
49			Oakton PD360 Waterp	OAKTON	3566078	EA	NO BID	10	\$ -
50			MANGANESE TEST K	LAMOTTE	3588-02	EA	126.2	10	\$ -
51			ALKALINITY TEST KIT	Lamotte Chemical Cor	3467-01	EA	76.4	10	\$ -
52			HYDROPHILIC NYLON	COLE-PARMER	EW-02915-14	100/BX	NO BID	10	\$ -
53			ELECTRODE CLEANI	COLE-PARMER	EW-07944-28	EA	NO BID	10	\$ -
54			VISOCOLOR PP.Iron	MACHERY-NAGEL	936227	100/PK	31.9	5	\$ -
55			IRON REAGENT POW	NOVATECH	530560	100/PK	26.8	5	\$ -
56			PH ELECTRODE AND	NOVATECH	WD-35808-88	EA	NO BID	10	\$ -
57			60ML LUER LOCK ST	THE BETTY MILLS CO	MED SYR160010	EA	NO BID	10	\$ -
58			KIMWIPES 4.4 X 8.4	USA BLUE BOOK	36989	BX	3.3	10	\$ -
59			WHIRL-PAK SAMPLIN	THOMAS SCIENTIFIC	1303R40	EA	NO BID	10	\$ -
60			50 ML ULTIMATE DIG	THOMAS SCIENTIFIC	1177X23	500/PK	NO BID	5	\$ -
61			15 mL HIGH CLARITY	THOMAS SCIENTIFIC	1149Z01	500/CS	NO BID	5	\$ -
62			FILTERMATE, 0.45 UM	THOMAS SCIENTIFIC	1190Z03	100/PK	NO BID	5	\$ -
63			SODIUM BICARBONA	THOMAS SCIENTIFIC	C987J93	EA	NO BID	10	\$ -
64			NICKEL SKIMMER CO	THOMAS SCIENTIFIC	1197G30	EA	NO BID	10	\$ -
65			NICKEL SAMPLING C	THOMAS SCIENTIFIC	1189Q02	EA	NO BID	10	\$ -
66			MICROMIST NEBULIZ	THOMAS SCIENTIFIC	1197G31	EA	NO BID	10	\$ -
67			VACUUM FLUID PLAT	AGILENT TECHNOLO	5191-5851	EA	NO BID	10	\$ -
68			PA TUNING SOLUTIO	THOMAS SCIENTIFIC	C953Q66	EA	NO BID	10	\$ -
69			AGILENT PERIPUMP	THOMAS SCIENTIFIC	2715M87	EA	NO BID	10	\$ -
70			CLEAN-WIPES, 70% I	THOMAS SCIENTIFIC	2903J78	EA	NO BID	10	\$ -
71			30 ML 1000 PPM BER	INORGANIC VENTUR	CGBE1-30mL	EA	NO BID	10	\$ -
72			30 ML 1000 PPM CAD	INORGANIC VENTUR	CGCD1-30mL	EA	NO BID	10	\$ -
73			30 ML 1000 PPM ARS	INORGANIC VENTUR	CGAS1-30mL	EA	NO BID	10	\$ -
74			30 ML 1000 PPM CHR	INORGANIC VENTUR	CGCR(6)1-30mL	EA	NO BID	10	\$ -
75			30 ML 1000 PPM MAN	INORGANIC VENTUR	CGMN1-30mL	EA	NO BID	10	\$ -
76			30 ML 1000 PPM LEA	INORGANIC VENTUR	CGPB1-30mL	EA	NO BID	10	\$ -
77			30 ML 1000 PPM NICK	INORGANIC VENTUR	CGNI1-30mL	EA	NO BID	10	\$ -
78			30 ML 1000 PPM YTT	INORGANIC VENTUR	CGY1-30mL	EA	NO BID	10	\$ -
79			30 ML 1000 PPM LITH	INORGANIC VENTUR	CG6LI1-30mL	EA	NO BID	10	\$ -
80			30 ML 1000 PPM INDI	INORGANIC VENTUR	CGIN1-30mL	EA	NO BID	10	\$ -
81			30 ML 1000 PPM TER	INORGANIC VENTUR	CGTB1-30mL	EA	NO BID	10	\$ -
82			30 ML 1000 PPM BISM	INORGANIC VENTUR	CGBI1-30mL	EA	NO BID	10	\$ -
83			30 ML 1000 PPM BER	SPEX CERTIPREP	PLBE2-2M	EA	NO BID	10	\$ -
84			30 ML 1000 PPM CAD	SPEX CERTIPREP	PLCD2-2M	EA	NO BID	10	\$ -
85			30 ML 1000 PPM ARS	SPEX CERTIPREP	PLAS2-2M	EA	NO BID	10	\$ -
86			30 ML 1000 PPM CHR	SPEX CERTIPREP	SPEC-CR6M	EA	NO BID	10	\$ -
87			30 ML 1000 PPM MAN	SPEX CERTIPREP	PLMN2-2M	EA	NO BID	10	\$ -
88			30 ML 1000 PPM LEA	SPEX CERTIPREP	PLPB2-2M	EA	NO BID	10	\$ -
89			30 ML 1000 PPM NICK	SPEX CERTIPREP	PLN12-2M	EA	NO BID	10	\$ -
90			ANALYSLIDE 47MM; 1	THOMAS SCIENTIFIC	21A00A871	100/PK	NO BID	5	\$ -
91			POWDER FREE DISP	THOMAS SCIENTIFIC	1177Q37	100/PK	NO BID	5	\$ -

92			GLASS DISPOSAL BO	THOMAS SCIENTIFIC	20A00T531	6/PK	56	5	\$	-
93			AGILENT TUNING SO	THOMAS SCIENTIFIC	2714V09	EA	NO BID	10	\$	-
94			DISPOSABLE WATCH	THOMAS SCIENTIFIC	1190Z01	1000/PK	NO BID	5	\$	-
95			STATIC ELIMINATING	THOMAS SCIENTIFIC	3620B60	EA	NO BID	10	\$	-
96			STATIC ELIMINATING	THOMAS SCIENTIFIC	3620B70	EA	NO BID	10	\$	-
97			ADHESIVE MAT W/30	THOMAS SCIENTIFIC	20A00C986	4/CS	NO BID	5	\$	-
98			LIQUID DETERGENT	THOMAS SCIENTIFIC	1211A58	EA	NO BID	10	\$	-
99			KIMWIPES DELICATE	THOMAS SCIENTIFIC	1234Z60	119/BX	NO BID	5	\$	-
100			pH PAPER, 100/PK	THOMAS SCIENTIFIC	1216X51	100/PK	2	5	\$	-
101			UNISEX KNIT CUFF L	THOMAS SCIENTIFIC	1184M47	EA	NO BID	10	\$	-
102			UNISEX KNIT CUFF L	THOMAS SCIENTIFIC	1184M48	EA	NO BID	10	\$	-
103			FORCEPS, NONSERF	THOMAS SCIENTIFIC	1162K38	EA	NO BID	10	\$	-
104			FORCEPS, NONSERF	THOMAS SCIENTIFIC	0210U69	EA	NO BID	10	\$	-
105			FINNTIP 5mL, 0.5-5mL	THOMAS SCIENTIFIC	7733T96	270/PK	NO BID	5	\$	-
106			FINNTIP 10mL, 1-10m	THOMAS SCIENTIFIC	7733U98	120/PK	NO BID	5	\$	-
107			EPPENDORF PIPET H	THOMAS SCIENTIFIC	1185B72	EA	NO BID	10	\$	-
108			epT.I.P.S. RELOADS,	THOMAS SCIENTIFIC	7732C91	960/CS	NO BID	5	\$	-
109			epT.I.P.S. RELOADS, F	THOMAS SCIENTIFIC	7732C55	960/CS	NO BID	5	\$	-
110			Oil Mist Filter Element	THOMAS SCIENTIFIC	2713X42	EA	NO BID	10	\$	-
111			DENATURED ETHYL	PREISER SCIENTIFIC	PID-4300-52	EA	625	10	\$	-
112			CARTRIDGE FILTERS	CENTURY PRODUCT	O-DFHC-1	50/CS	NO BID	5	\$	-
113			ADAPTER FOR CATR	CENTURY PRODUCT	O-DFHC-A	50/CS	NO BID	5	\$	-
114			CONDUCTIVITY STD. 1GAL 1,000 MICROMHOS/CM (CASE OF 8)			8/CS	140	10	\$	-
115			6073G TURBIDITY ST	FONDRIEST ENVIRO	607300	EA	NO BID	4	\$	-
116			3167 CONDUCTIVITY	FONDRIEST ENVIRO	60907	EA	NO BID	4	\$	-
117			PH TEST STRIPS	THOMAS SCIENTIFIC	1205P08	100/PK	12	50	\$	-
118			VARIO CHLORINE FR	LOVIBOND	530180	100/PK	22.5	50	\$	-
119			TRACING DYE (LIQUI	USA BLUE BOOK	48553	GAL	135	5	\$	-
120			TRACING DYE (POW	USA BLUE BOOK	48189	4/CS	120	5	\$	-
121			TRACING DYE (POW	USA BLUE BOOK	48187	4/CS	135	5	\$	-
122			TRACING DYE (LIQUI	USA BLUE BOOK	48545	GAL	288	5	\$	-
123			TRACING DYE (LIQUI	USA BLUE BOOK	48571	GAL	138	5	\$	-
124			TRACING DYE (POW	USA BLUE BOOK	48559	EA	175	10	\$	-
125			SECCHI DISK	USA BLUE BOOK	41487	EA	NO BID	5	\$	-
126			1000 ML BEAKERS	USA BLUE BOOK	55718	EA	10	20	\$	-
127			HYDROCARBON TES	ACCUSTRIP	480508	EA	NO BID	50	\$	-
128			Tubing Masterflex E-La	COLE-PARMER	MK-06509-73	50"/PK	NO BID	5	\$	-
129			SensoLyt PtA ORP Ele	YSI	SKU 109125Y	EA	NO BID	2	\$	-
130			Ecosense pH/EC1030	FONDRIEST ENVIRO	606180	EA	NO BID	5	\$	-
131			pH/Cond/ATC probe fo	COLE-PARMER	EW-35630-51	EA	NO BID	1	\$	-
132			AR-02 COMBINATION	LAMOTTE CHEMICAL	4783-03	EA	185.4	3	\$	-
133			Test Kit, IR-18C FE2+	Hach	2667200	EA	110.2	3	\$	-
134			DPD FREE CHLORINE	LOVIBOND	530090	100/PK	21.6	3	\$	-
135			SULFATE 4 REAGENT	LOVIBOND	532160	100/PK	36.9	3	\$	-
136			Nitric Acid 70% Trace	THOMAS SCIENTIFIC	C755Q95	EA	35	2	\$	-
137			Traceable Waterproof	THOMAS SCIENTIFIC	1235D30	EA	NO BID	1	\$	-

138		1-Butanol 500mL Photo	THOMAS SCIENTIFIC	0148L71	EA	NO BID	1	\$	-
139		Algal Toxin Test Kit for	HACH	2165700	25/BX	670	5	\$	-
140		DO Sensor Cap for HO	ONSET	U26-RDOB-1	EA	NO BID	3	\$	-
141		4 Liter/1 Gallon Nalgen	ThermoFisher	2120-0010	6/CS	165	10	\$	-
142		LDO Sensor Cap for H	OTT/Hydromet	7460	EA	NO BID	4	\$	-
143		pH reference solution	OTT/Hydromet	005308HY	EA	NO BID	4	\$	-
144		Potassium Chloride tab	OTT/Hydromet	005376HY	EA	NO BID	4	\$	-
145		Non-Integrated pH refe	OTT/Hydromet	000548HY	EA	NO BID	4	\$	-
146		Soil pH Reagent M Pov	Forestry Suppliers	77182	EA/200 TESTS	NO BID	3	\$	-
147		Soil pH reagent N Solu	Forestry Suppliers	77185	EA/200 TESTS	NO BID	3	\$	-
148		1 Gallon Wide Mouth C	PREISER SCIENTIFIC		Doz.	60	3	\$	-
149		4 dram clear glass vial with polyethylene cone		4447B15CLR	144/PK	NO BID	5	\$	-
150		2 dram clear glass vial with polyethylene cone		4447B09CLR	144/PK	NO BID	2	\$	-
151		Oxygen Sensor	R.S. Hughes	C03-0942-000	EA	NO BID	1	\$	-
152		Carbon Monoxide/Hydr	R.S. Hughes	C03-0913-000	EA	NO BID	1	\$	-
153		PID Sensor	R.S. Hughes	C03-0912-003	EA	NO BID	1	\$	-
154		LEL Sensor	R.S. Hughes	C03-0911-000	EA	NO BID	1	\$	-
155		Carbon Monoxide Sens	R.S. Hughes	C03-0903-000	EA	NO BID	1	\$	-
156		Hydrogen Sulfide Sens	R.S. Hughes	C03-0907-001	EA	NO BID	1	\$	-
157		HYDROCARBON TES	ACCUSTRIP	480508	EA	NO BID	50	\$	-
158		Glass AMPOULE, 5ML	THOMAS SCIENTIFIC	1195M10	EA	NO BID	10	\$	-
159		Chlorine DR300 Pocke	USA BLUE BOOK	87890	EA	727	1	\$	-
160		Conductivity Standard	PREISER SCIENTIFIC		GAL	82.7	1	\$	-
161		Lock-N-Seal Water/Co	QUALITY ENVIRONME	0120T-83P	EA	NO BID	50	\$	-
162		Teflon Junction	HACH	00548HY	EA	NO BID	5	\$	-
163		pH Reference Electrode	HACH	005308HY	EA	NO BID	1	\$	-
164		KCl Salt Pellets 99%	HACH	00576HY	EA	NO BID	1	\$	-
165		Hach LDO Sensor	HACH	No. 007455	EA	NO BID	1	\$	-
166		Conductivity Sensor wi	HACH	No. 004468	EA	NO BID	1	\$	-
167		pH Sensor	HACH	No. 004461	EA	NO BID	1	\$	-
168		pH Standard Reference	HACH	No. 004463	EA	NO BID	1	\$	-
169		Hach LDO Sensor Cap	HACH		EA	NO BID	1	\$	-
170		Distilled Water 1 Gallon	Preiser Scientific		Gal	2.1	10	\$	-
171		INSTA-TEST PRO SO	LAMOTTE	2998-H-12	EA	NO BID	24	\$	-
172		Traceable Waterproof	THOMAS SCIENTIFIC	1235D30	EA	NO BID	1	\$	-
173		1-Butanol 500mL Photo	THOMAS SCIENTIFIC	0148L71	EA	NO BID	1	\$	-
174		1-Butanol 500 mL Photo	JT Baker	9189-01	EA	NO BID	1	\$	-
175		Gasco Calibration Gas	Grainger	49Y929	EA	NO BID	4	\$	-
176		Gasco Calibration Gas	Grainger	29YC06	EA	NO BID	4	\$	-
177		Sterileware Plastic San	Thomas Scientific	1222x35	BX(10 pack)	NO BID	3	\$	-
178		Scienceware Vial Rack	Thomas Scientific	9720D10	EA	NO BID	8	\$	-
179		Precision Test Kit - Ra	Lamotte	5858-01	EA	46.55	50	\$	-
180		Iron Test Kit	Lamotte	3347-01	EA	106.7	50	\$	-
181		Cellulose Acetate Syrin	Preiser Scientific	90-7459-21	100/pack	91	15	\$	-
182		BD Luer-Lok tip 60cc S	Preiser Scientific	92-1492-53	EA	0.9	5	\$	-
183		pH Temp Electrode, Si	Cole Parmer	91-2611-31	EA	NO BID	12	\$	-

184		Oakton pH 150 Handheld	Preiser Scientific	91-2603-01	EA	NO BID	1	\$	-	
185		Iron Colorimeter - Check	HANNA INSTRUMENT	H1721	EA	63.9	1	\$	-	
186		Iron Colorimeter - Check	Hanna Instruments	H1721-25	25/PK	10	25	\$	-	
187		Air-Tite Luer-Lock Syringes, 60 mL, 25/PK, Sterile, No		14-4290-62	25/PK	18	50	\$	-	
188		Oakton Buffer Pack 50	Cole-Parmer	UX-05942-10	PK	NO BID	5	\$	-	
189		Powder Free Disposable	Thomas Scientific	1177Q36	100/PK	NO BID	5	\$	-	
190		Powder Free Disposable	Thomas Scientific	NIT102	100/PK	NO BID	5	\$	-	
191		Powder Free Disposable	Thomas Scientific	NIT103	100/PK	NO BID	5	\$	-	
192		Powder Free Disposable	Thomas Scientific	1177Q39	100/PK	NO BID	5	\$	-	
193		Replacement ProDSS	Fondriest Environment	626963	EA	NO BID	5	\$	-	
194		Replacement ProDSS	Fondriest Environment	626890	EA	NO BID	5	\$	-	
195		DPD Chlorine Standard	HACH	2635300	EA	292	6	\$	-	
196		DPD Chlorine Standard	HACH	2893300	EA	293.2	6	\$	-	
197		DPD Total Chlorine Re	HACH	1406499	100/PK	39.5	25	\$	-	
							TOTAL BID AMOUNT		\$	-

* Estimated quantities are for bidding purposes only. More or less may be utilized by the

Vendor Information:

Vendor Name:	Preiser Scientific, Inc.
Phone Number:	Don Meddings 304-727-2902
Contract Manager:	don@preiser.com

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: 08/04/2023 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Joseph.E.HagerIII@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus NA 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.

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 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.

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 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.

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.

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.

REQUEST FOR QUOTATION
Lab Testing Supplies

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection to establish an open-ended contract for lab testing and supplies.
2. **Previous Solicitation** was CRFQ DEP2200000054 that opened on 07/06/2022. Vendors may view previous solicitation responses on the West Virginia Purchasing Division, Bids Received: <http://www.state.wv.us/admin/purchase/Bids/FY2023/BO20220706.html> Our current contracts CMA DEP230000004A, CMA DEP230000004B, CMA DEP230000004C, and CMA DEP230000004D expire on 08/14/2023.
3. **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.
 - 3.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 3.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 3.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
4. **GENERAL REQUIREMENTS:**
 - 4.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 4.1.1 **Vendors must provide a Unit Price for the items on the pricing page meeting the minimum requirement of each description. Please note that any reference to brand is for quality purposes only and the words or equal are implied:**
 - 4.1.1.1 See Exhibit A Pricing Page. Vendors do not have to bid on all items, only the ones they can provide at a fixed cost per contract term.

REQUEST FOR QUOTATION
Lab Testing Supplies

4.1.1.2 Contract Items must be new and unused.

4.1.1.3 Vendors must be a manufacturer or regular stocking dealer for the products offered.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to multiple vendors based on the lowest cost per line item if it's in the best interest of the WV Department of Environmental Protection.

5.2 Pricing Pages: Vendor should complete the Pricing Pages by inserting the Unit Cost per item and multiplying by the estimated quantity to determine the Extended Cost. The Exhibit A pricing page attached to the solicitation will sum the Extended Cost automatically. Vendors should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should 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: joseph.e.hageriii@wv.gov

5.3 Escalation Clause: In the event of a significant price increase of material or rental equipment planned for use on a public improvement project, that occurs during the time between the bid submission and contract award, and that is not the fault of the vendor, the contract sum, or contract requirements, may be equitably adjusted by change order in accordance with the procedures specified in the relevant procurement law or contract documents. A change in price is considered significant if the price of the material or rental equipment increases by 20% or more between the date of bid submission and the date of contract award. The total amount of all change orders issued to account for price increases under this Escalation Clause may not exceed 10% of the total contract price. Any request for a price increase under this clause may be supported by price quotes included

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with the Vendor's bid for the materials or rental equipment for which a change is being sought; invoices showing amounts actually paid for the materials or rental equipment; and any other evidence that supports the increase request. The quotes included in the bid must be the quotes that the vendor relied on when submitting its bid, and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party. The vendor must also show that a significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. DELIVERY AND RETURN:

- 7.1 Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 7.2 Late Delivery:** **The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason.** Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency

REQUEST FOR QUOTATION
Lab Testing Supplies

separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

- 8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.1.2 Failure to comply with other specifications and requirements contained herein.
- 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4 Failure to remedy deficient performance upon request.