



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 # 4

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1659471

Procurement Type: Central Purchase Order

Vendor ID: 00000117961

Legal Name: THOMAS SCIENTIFIC HOLDINGS LLC

Alias/DBA:

Total Bid: \$96,930.84

Response Date: 06/09/2025

Response Time: 10:14

Responded By User ID: AnnG

First Name: Debi

Last Name: Brucker

Email: quotes@ThomasSci.com

Phone: 856-832-3148

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2500000023

Published Date: 6/3/25

Close Date: 6/9/25

Close Time: 13:30

Status: Closed

Solicitation Description: Laboratory Casework and Work Surfaces

Total of Header Attachments: 4

Total of All Attachments: 4



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:** 1659471  
**Solicitation Description:** Laboratory Casework and Work Surfaces  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-06-09 13:30	SR 1400 ESR06092500000007485	1

**VENDOR**  
000000117961  
THOMAS SCIENTIFIC HOLDINGS LLC

**Solicitation Number:** CRFQ 1400 AGR2500000023  
**Total Bid:** 96930.83999999999650754034519 **Response Date:** 2025-06-09 **Response Time:** 10:14:12  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Laboratory Casework and Work Surfaces				96930.84

Comm Code	Manufacturer	Specification	Model #
56122001			

**Commodity Line Comments:** See Quote #00225418 for product details, Installation details and drawings for approval.

**Extended Description:**

See attached documentation for further details.



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**  
**Construction**

<b>Proc Folder:</b> 1659471			<b>Reason for Modification:</b> To post Addendum no. 01
<b>Doc Description:</b> Laboratory Casework and Work Surfaces			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2025-06-03	2025-06-09 13:30	CRFQ 1400 AGR2500000023	2

### BID RECEIVING LOCATION

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

### VENDOR

**Vendor Customer Code:** 000000117961

**Vendor Name :** Thomas Scientific, LLC

**Address :** 1654 High Hill Road

**Street :** 1654 High Hill Road

**City :** Swedesboro

**State :** NJ **Country :** USA **Zip :** 08085

**Principal Contact :** Debi Brucker, Team Leader Bids & Quotes (Bid Contact);  
James Morrel, Sr. Vice President of Sales (SLED Division)

**Vendor Contact Phone:** 828-418-1074; 856-223-4337 **Extension:**

### FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

**Vendor Signature X** *James Morrel*

**FEIN#** 61-1853692

**DATE** 06/09/2025

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

ADDITIONAL INFORMATION
Addendum no. 01 To post answers to vendor questions.
Bid opening date and time still remains 6/09/2025 at 1:30PM EST/EDT
No other changes

INVOICE TO	SHIP TO
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US	AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Laboratory Casework and Work Surfaces		see detailed documents included		\$96,930.84

Comm Code	Manufacturer	Specification	Model #
56122001	InStock Labs / Laboratory Builders. See quote #00225418 included with our response. This document contains product, installation details, and drawings submitted for approval.		

**Extended Description:**  
See attached documentation for further details.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Vendor questions due by 2:00PM EST/EDT	2025-06-02

DocuSign Envelope ID: EF4F906B-B3CF-4085-9ABD-2707269556F2			
	Document Phase	Document Description	Page 3
AGR2500000023	Final	Laboratory Casework and Work Surfaces	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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**  
**Construction**

<b>Proc Folder:</b> 1659471			<b>Reason for Modification:</b>
<b>Doc Description:</b> Laboratory Casework and Work Surfaces			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2025-05-23	2025-06-09 13:30	CRFQ 1400 AGR2500000023	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000117961

**Vendor Name :** Thomas Scientific, LLC

**Address :** 1654 High Hill Road

**Street :**

**City :** Swedesboro

**State :** NJ

**Country :** USA

**Zip :** 08085

**Principal Contact :** Debi Brucker, Team Leader Bids & Quotes (Bid Contact);  
James Morrel, Sr. Vice President of Sales (SLED Division)

**Vendor Contact Phone:** 828-418-1074; 856-223-4337

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

**Vendor Signature X** *James Morrel*

**FEIN#** 61-1853692

**DATE** 06/09/2025

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



ADDITIONAL INFORMATION
The State of West Virginia Purchasing Division, is soliciting bids for the agency, West Virginia Department of Agriculture, to establish a one-time purchase and installation of laboratory casework and work surfaces, per the attached documentation.
***Questions regarding the solicitation must be submitted in writing to Larry.D.McDonnell@wv.gov prior to the question period deadline***

INVOICE TO	SHIP TO
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US	AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Laboratory Casework and Work Surfaces		see detailed documents included		\$96,930.84

Comm Code	Manufacturer	Specification	Model #
56122001	InStock Labs / Laboratory Builders. See quote #00225418 included with our response. This document contains product, installation details, and drawings submitted for approval.		

**Extended Description:**  
See attached documentation for further details.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor questions due by 2:00PM EST/EDT	2025-06-02

## 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. **PRE-BID 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. 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.

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.

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 non-binding.

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

Submission Deadline: June 02, 2025 by 2:00PM EST/EDT

Submit Questions to: Larry D. McDonnell  
2019 Washington Street, East Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [larry.d.mcdonnell@wv.gov](mailto:larry.d.mcdonnell@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 or modification of bids via email.

**Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.**

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: Thomas Scientific, LLC  
BUYER: Larry D. McDonnell  
SOLICITATION NO.: CRFQ 1400 AGR2500000023  
BID OPENING DATE: June 09, 2025  
BID OPENING TIME: 1:30 PM EST/EDT  
FAX NUMBER: 304-558-3970

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.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division 2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 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 or via delivery by mail).

Bid Opening Date and Time: June 09, 2025 at 1:30PM EST/EDT

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 Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **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](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15. 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.

**16. 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 § 148-1-4.7.

**17. 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.

**18. 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.”

**19. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **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.

22. **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.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, 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 \_\_\_\_\_ 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 120 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 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.

☒ WV Contractors License

☐

☐

☐

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: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the foregoing, 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).



**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.



**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](mailto: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 hearth, 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.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. BONDS:** The following bonds must be submitted:

- ☒ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

**3. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.



**5. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**6. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**8. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

## **9. DAVIS-BACON AND RELATED ACT WAGE RATES:**

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

**10. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.



If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder’s Name:**     Thomas Scientific, LLC

☒     Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Laboratory Builders Installation Company	To be provided upon award

Attach additional pages if necessary

**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) Ty Tipton, National Director of Sales; Debi Brucker, Team Leader Bids & Quotes

(Address) 1654 High Hill Road, Swedesboro, NJ 08085

(Phone Number) / (Fax Number) 629-395-8346; 828-418-1074

(email address) Ty.Tipton@thomassci.com; quotes@thomassci.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.

Thomas Scientific, LLC

(Company) James Morrel

(Signature of Authorized Representative)  
James Morrel, Sr. Vice President SLED Division

(Printed Name and Title of Authorized Representative) (Date)  
856-223-4337 / 856-467-3085

(Phone Number) (Fax Number)

James.Morrel@thomassci.com; quotes@thomassci.com

(Email Address)

REQUEST FOR QUOTATION  
Laboratory Casework and Work Surfaces  
CRFQ AGR25\*23

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for the following:

Laboratory casework and surfaces, with delivery and installation

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 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 and in the Project Plans as defined below.

**2.1 “Construction Services”** means delivery and installation of laboratory casework and surfaces as more fully described in the Project Plans.

**2.2 “Laboratory grade”** means constructed of materials commonly used in laboratory settings that are designed for chemical resistance, imperviousness, and hygiene considerations (easily cleaned)

**2.3 “Pricing Page”** means the pages attached hereto as Exhibit A upon which Vendor should list its proposed price for the Construction Services.

**2.4 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

**2.5 “Project Plans”** means documents developed by the Agency which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**4.1. Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least 10 projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the

**REQUEST FOR QUOTATION  
Laboratory Casework and Work Surfaces  
CRFQ AGR25\*23**

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Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

- 4.2.** The vendor must have a minimum of 5 years of experience providing and installing laboratory casework and surfaces. Vendor must provide documentation upon request.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
- X No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B and C or any subsequent addenda modifying Exhibit B and C.
- ☐ **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

**10. CONDITIONS OF THE WORK**

REQUEST FOR QUOTATION  
**Laboratory Casework and Work Surfaces**  
**CRFQ AGR25\*23**

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**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday – Friday from 8a – 4p excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation. In the event of an animal disease outbreak requiring agency to increase testing throughput, vendor may be asked to temporarily pause or delay work.

**10.4. Project Closeout:** Project Closeout shall include the following:

**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**10.4.1.1.** Removal of vendor's property such as work tools and excess supplies

**10.4.1.2.** Removal of debris and litter related to the installation of casework and work surfaces.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**11. 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:

**11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

REQUEST FOR QUOTATION  
**Laboratory Casework and Work Surfaces**  
**CRFQ AGR25\*23**

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**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

**12.1. 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.

<b>Contract Manager:</b>	Ty Tipton, National Director of Sales
<b>Telephone Number:</b>	629-395-8346
<b>Fax Number:</b>	856-467-3087
<b>Email Address:</b>	Ty.Tipton@thomassci.com; Alternate quotes@thomassci.com

REQUEST FOR QUOTATION  
Laboratory Casework and Work Surfaces  
CRFQ AGR25\*23

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**EXHIBIT A – Pricing Page**

**BID FORM**

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents.

**BIDDERS COMPANY NAME:** Thomas Scientific, LLC

**VENDOR ADDRESS:** 1654 High Hill Road  
Swedesboro, NJ 08085

**TELEPHONE:** 856-223-4337

**FAX NUMBER:** 856-467-3087

**E-MAIL ADDRESS:** James.Morrel@thomassci.com; quotes@thomassci.com

**WV CONTRACTOR'S LICENSE NO:** To be provided upon award

**CONTRACT OVERALL TOTAL COST:** \$96,930.84

ninety six thousand, nine hundred thirty dollars and eighty four cents

ninety six thousand, nine hundred thirty dollars  
(\$96,930.84 and eighty four cents) \*\*\* (Contract bid to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

**SIGNATURE:** James Morrel **DATE:** 06/09/2025

**NAME:** James Morrel  
(Please Print)

**TITLE:** Sr. Vice President of Sales, SLED Division



REQUEST FOR QUOTATION  
Laboratory Casework and Work Surfaces  
CRFQ AGR25\*23

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**EXHIBIT B – PROJECT PLANS**

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

**1.1 Laboratory Casework**

**1.1.1** Laboratory Casework must be provided in quantity and maximum dimensions stated below in the following locations. Dimensions are provided for informational purposes. Layouts for each location attached as Exhibit-C are provided for relative placement but should not be relied on for scale.

**1.1.2 PCR run room:**

- 1.1.2.1** Three base cabinets with maximum dimensions of 22" D x 35"H x 48"W. Configuration 2 drawer, 2 doors.
- 1.1.2.2** One base cabinet with maximum dimensions of 22" D x 35" H x 48" W Configuration 5 drawers.
- 1.1.2.3** One base cabinet with maximum dimensions of 22" D x 35"H x 30"W Configuration 1 drawer, 2 doors.
- 1.1.2.4** One base cabinet with maximum dimensions of 22"D x 35"H x 36"W Configuration 4 drawers.
- 1.1.2.5** One wall cabinet with maximum dimensions of 13"D x 30"H x 36"W. Configuration solid double doors.

**1.1.3 PCR clean room:**

- 1.1.3.1** Two base cabinets with maximum dimensions of 22" D x 35" H x 36"W. Configuration exactly 4 drawers.
- 1.1.3.2** One base cabinet with maximum dimensions of 22"D x 35"H x 48"W. Configuration 2 drawers, 2 doors.
- 1.1.3.3** One base cabinet with maximum dimensions of 22"D x 35"H x 24"W Configuration 1 drawer, 1 door (right-side hinge).
- 1.1.3.4** One wall cabinet with maximum dimensions of 13"D x 30"H x 24"W. Configuration single solid door (right-side hinge).

**1.1.4 PCR extraction room:**

- 1.1.4.1** Two bases cabinet with maximum dimensions of 22"D x35"H x 48" W. Configuration 2 drawers, 2 doors.
- 1.1.4.2** One base cabinet with maximum dimensions of 22" D x 35"H x 30"W. Configuration 4 drawers.
- 1.1.4.3** One wall cabinet with maximum dimensions of 13"D x30"H x 30"W. Configuration solid double doors..
- 1.1.4.4** One base cabinet with maximum dimensions of 22" D x 35"H x 36" W. Configuration with 4 drawers.

**REQUEST FOR QUOTATION  
Laboratory Casework and Work Surfaces  
CRFQ AGR25\*23**

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**1.1.4.5** One wall cabinet with maximum dimensions of 13" D x 30" H x 36"W  
Configuration solid double doors.

**1.1.5 Receiving Room:**

**1.1.5.1** Four base cabinets with maximum dimensions of 22" D x 35" H x 48"W. Configuration 2 drawers, 2 doors.

**1.1.5.2** One base cabinet with maximum dimensions of 22" D x 35" H x 24"W.  
Configuration 4 drawers.

**1.1.5.3** One base cabinet with maximum dimensions of 22" D x 31" H x 36"W.  
Configuration 4 drawers.

**1.1.5.4** One sink cabinet with maximum dimensions of 22" D x 35" H x 36"W.  
Configuration solid double doors. Sink, laboratory grade faucet, and  
handheld eye wash station must be included.

**1.1.5.5** One base cabinet with maximum dimensions of 22" D x 35" H x 24"W.  
Configuration 4 drawers.

**1.1.5.6** Five wall cabinet with maximum dimensions of 13" D x 30" H x 36"W.  
Configuration solid double doors.

**1.1.5.7** One wall cabinets with maximum dimensions of 13" D x 30" H x 48"W.  
Configuration solid double doors.

**1.1.5.8** One wall cabinet with maximum dimensions of 13" D x 30" H x 24"W.  
Configuration single solid door (left-side hinge).

**1.1.5.9** One epoxy peg board/drying rack with maximum dimensions 30" H x  
30" W.

**1.1.5.10** One apron with maximum dimensions of 22" D x 4" H x 36"W.  
Configuration 1 drawer.

**1.1.6** Casework must be laboratory grade metal available with multiple color options.

**1.1.7** Casework overhead cabinets must be available with solid doors.

**1.1.8** Casework must be available with black recessed handle pulls.

**1.1.9** Any additional casework hardware should be manufacturer's standard  
hardware.

**1.1.10** Locks are not required for any casework.

**1.1.11** Casework fillers, scribes, and toe kicks must be included where necessary.

**1.1.12** Casework must include delivery and installation. Location does not have a  
loading dock or forklift.

**1.2 Laboratory Work Surfaces**

**1.2.1** Laboratory Work Surfaces must be provided in quantity and maximum dimensions  
stated below in the following locations. Dimensions are provided for informational  
purposes. Layouts are provided for relative placement but should not be relied on for  
scale.

**REQUEST FOR QUOTATION**  
**Laboratory Casework and Work Surfaces**  
**CRFQ AGR25\*23**

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**1.2.1.1 PCR run room:**

**1.2.1.1.1** One work surface must be a maximum of 30" D x 178" W.

**1.2.1.1.2** One work surface must be a maximum of 22" D x 48" W.

**1.2.1.1.3** One work surface must be a maximum of 30" D x 36" W.

**1.2.1.2 PCR clean room:**

**1.2.1.2.1** One work surface must be a maximum of 30" D x 122.5" W.

**1.2.1.2.2** One work surface must be a maximum of 22" D x 24" W.

**1.2.1.3 PCR extraction room:**

**1.2.1.3.1** One work surface must be a maximum of 30" D x 36" W.

**1.2.1.3.2** One work surface must be a maximum of 30" D x 30" W.

**1.2.1.3.3** One work surface must be a maximum of 30" D x 75" W.

**1.2.1.3.4** One work surface must be a maximum of 23" D x 48" W.

**1.2.1.4 Receiving room:**

**1.2.1.4.1** One work surface must be a maximum of 30" D x 85.5" W.

**1.2.1.4.2** One work surface must be a maximum of 23" D x 59.5" W.

**1.2.1.4.3** One work surface must be a maximum of 23" D x 108.5" W.

**1.2.1.4.4** One work surface must be a maximum of 30" D x 84" W.

**1.2.1.4.5** One work surface with cutouts for single bowl sink, eye wash station, and lab grade faucet must be a minimum of 30" D x 61.75" W.

**1.2.2** Work surfaces must be black epoxy resin.

**1.2.3** The number of work surface section joints where necessary must be minimized based on manufacturer's maximum manufactured width of work surface.

**1.2.4** Work surface edges must be rounded or beveled with exactly 1" overhang. Overhang is accounted for in work surface measurements.

**1.2.5** Work surfaces must be a minimum of 0.75" and maximum of 1" thick.

**1.2.6** Work surfaces backsplash must be a minimum of 4"H and maximum of 5"H.

**1.2.7** Work surfaces must include delivery and installation. Location does not have loading dock or forklift.

**1.2.8** Any necessary electrical or plumbing connections will be the responsibility of agency.

**1.3 Project approval and notice-to-proceed**

**1.3.1** Successful vendor will be required to provide design layout, including measurements, to agency for approval prior to finalization.

**1.3.2** Successful vendor must conduct site visit prior to installation according to vendor's standard procedures and timing to verify provided measurements and gather any other required information regarding the site. Agency expects provided measurements in above specifications to be within +/- 0.5" of final measurements. Vendor will be responsible for final measurements. Cost changes to the awarded contract will not be

REQUEST FOR QUOTATION  
**Laboratory Casework and Work Surfaces**  
**CRFQ AGR25\*23**

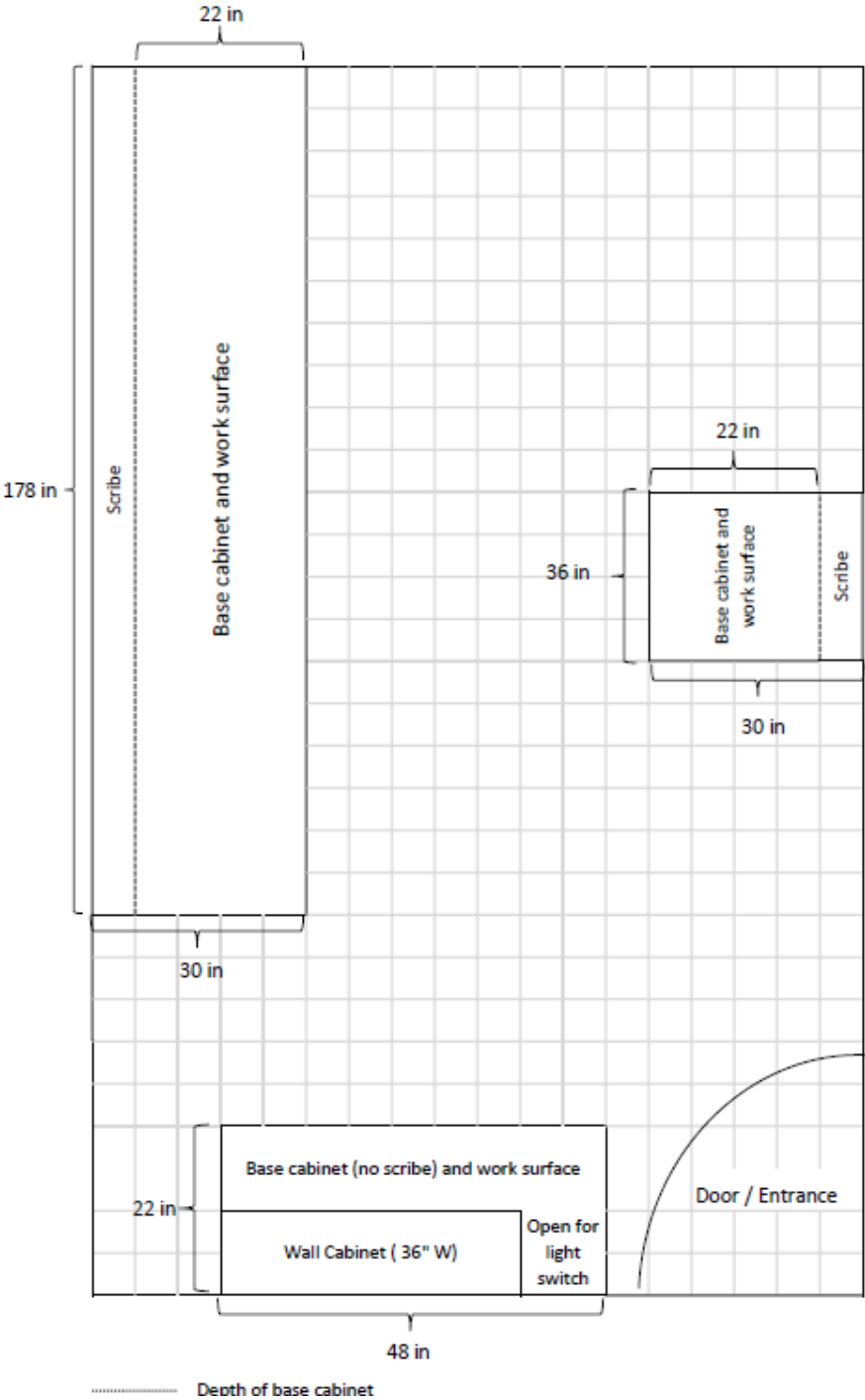
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considered or approved as a result of the site visit. Any costs associated with site visit must be included in total overall bid and will not be paid separately.

- 1.3.3** Upon design layout approval, agency will issue notice-to-proceed which will establish start date for 120-day project period

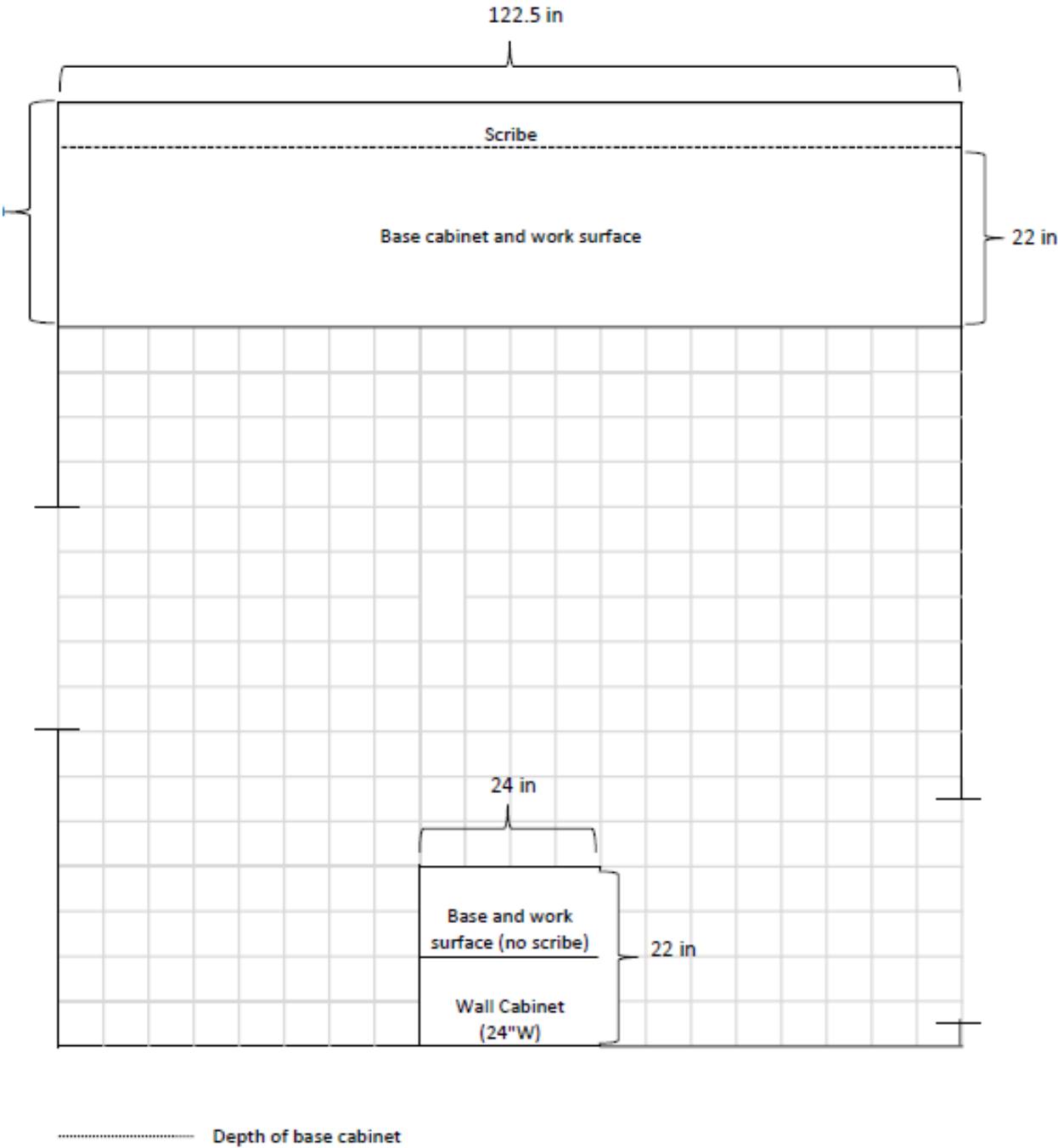
REQUEST FOR QUOTATION  
Laboratory Casework and Work Surfaces  
CRFQ AGR25\*23

EXHIBIT C – LAYOUTS  
PCR Run Room



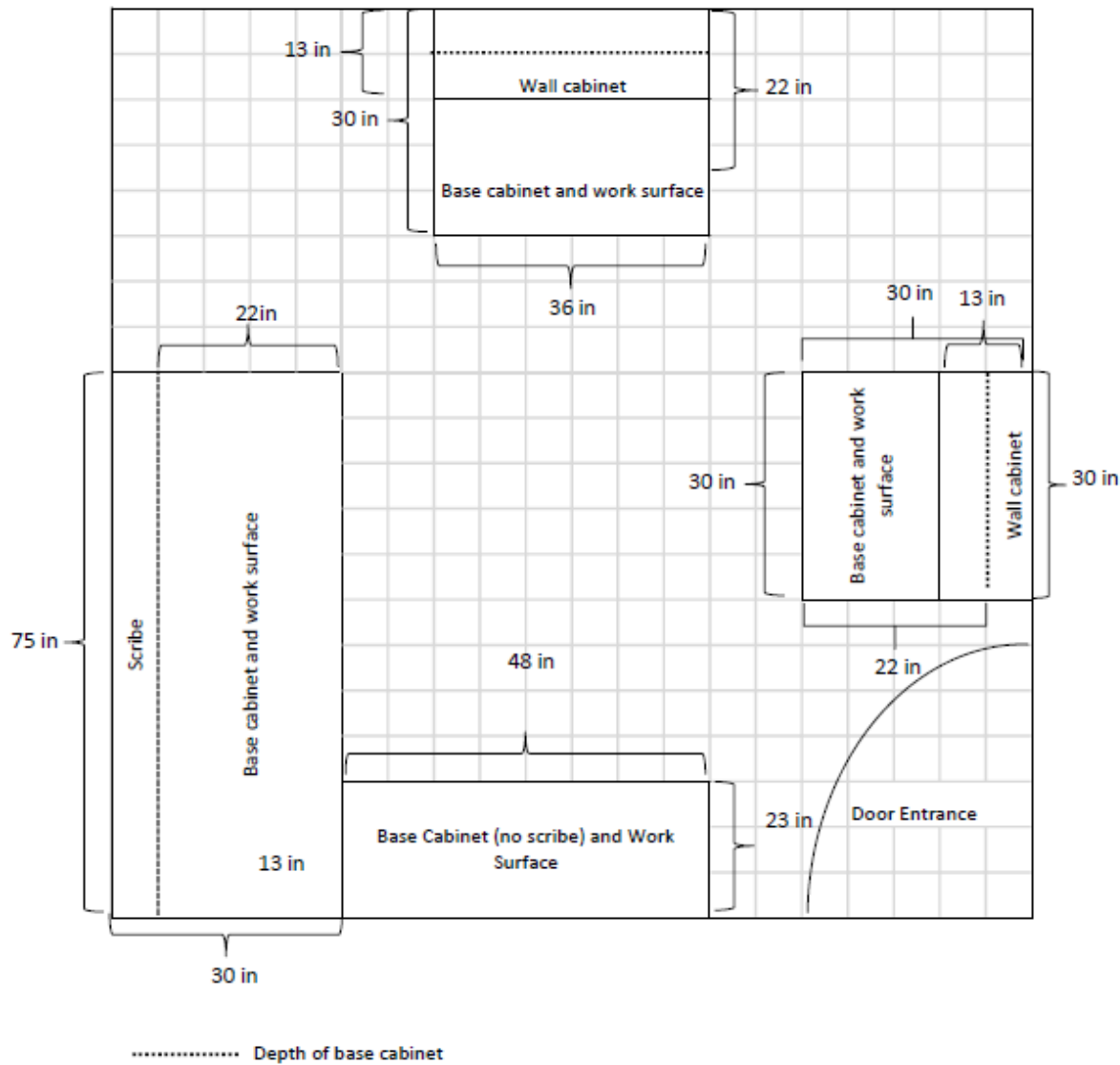
REQUEST FOR QUOTATION  
Laboratory Casework and Work Surfaces  
CRFQ AGR25\*23

PCR Clean Room



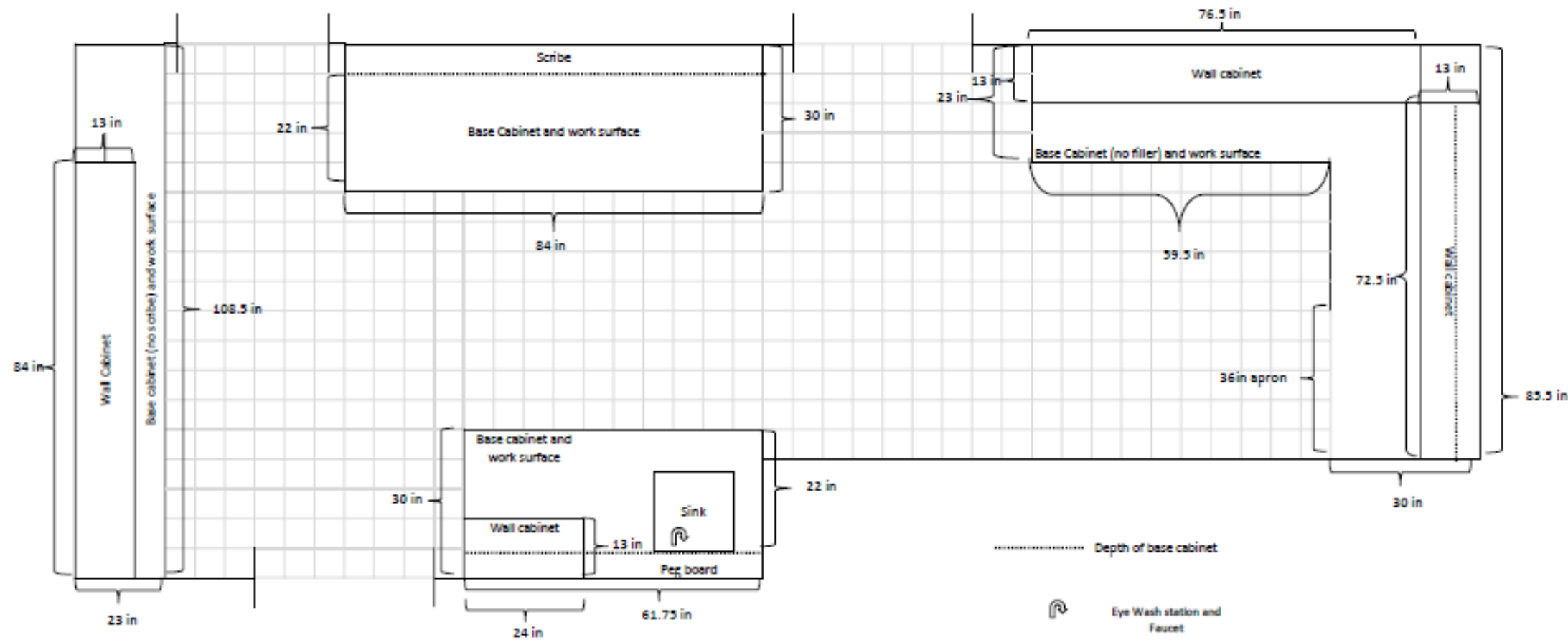
REQUEST FOR QUOTATION  
Laboratory Casework and Work Surfaces  
CRFQ AGR25\*23

PCR Extraction Room



REQUEST FOR QUOTATION  
Laboratory Casework and Work Surfaces  
CRFQ AGR25\*23

Receiving Room





# Thomas Scientific, LLC

1654 High Hill Rd, Swedesboro, NJ 08085

Candler, NC | Greensboro, NC | Irvine, CA

San Jose, CA | Santa Clara, CA



## QUOTATION

Quote Number 00225418  
Created Date 6/6/2025 6:06 PM  
Expiration Date 10/7/2025

Account Name W VA DEPT OF AGRICULTURE REG DIVISION  
Account # WV027300  
Terms N30

### Sales Contact

Name Ava Benasutti [www.thomasSci.com](http://www.thomasSci.com)  
Email [ava.benasutti@thomassci.com](mailto:ava.benasutti@thomassci.com)  
Phone (610) 295-2415  
BID CONTACT Debi Brucker - (828) 418-1074  
Email [debi.brucker@thomassci.com](mailto:debi.brucker@thomassci.com)

Thomas Product #	Line Item Description	Sales Price	Quantity	Pkg Size / UOM	Total Price
special-nhp	TSCMWSSF-E, Black Epoxy, Work Surface Per Square Foot	\$87.12	234.00	1/EA	\$20,386.08
special-nhp	TSL414-8VB-BH, Mixing Faucet, Blade Handle with Vacuum Breaker	\$453.43	1.00	1/EA	\$453.43
special-nhp	TSEW1022BP, Eyewash/Drench Hose	\$776.77	1.00	1/EA	\$776.77
special-nhp	TSPB-ER3030, Black Epoxy Resin Pegboard, 30" wide x 30" tall, Stainless Steel Trough	\$632.07	1.00	1/EA	\$632.07
special-nhp	TSD-55, Drop-In Epoxy Resin Sink, 25" long x 15" wide x 10" Deep, Black Plastic Recessed Pulls, Corner Outlet	\$717.35	1.00	1/EA	\$717.35
special-nhp	TSJTP122-24P, Standing Height Base Cabinet, 4 Drawer, 35.1" Tall, 24" Wide, 22" Deep, Black Plastic Recessed Pulls, Color TBD	\$865.40	2.00	1/EA	\$1,730.80
special-nhp	TSJTP121-36P, Standing Height Base Cabinet, 4 Drawer, 35.1" Tall, 36" Wide, 22" Deep, Black Plastic Recessed Pulls, Color TBD	\$985.48	5.00	1/EA	\$4,927.40
special-nhp	TSJTP106-48P, Standing Height Base Cabinet, 2 Door 2 Drawer, 35.1" Tall, 48" Wide, 22" Deep, Black Plastic Recessed Pulls, Color TBD	\$1,176.99	10.00	1/EA	\$11,769.90
special-nhp	TSJTP118-24P, Standing Height Base Cabinet, 1 Door 1 Drawer, Right Hinged, 35.1" Tall, 24" Wide, 22" Deep, Black Plastic Recessed Pulls, Color TBD	\$746.08	1.00	1/EA	\$746.08
special-nhp	TSJTP181-36, Standing Height Base Cabinet, Sink Cabinet, 2 Solid Door, 35.1" Tall, 36" Wide, 22" Deep, Black Plastic Recessed Pulls, Color TBD	\$604.73	1.00	1/EA	\$604.73
special-nhp	TSJTPTBA3622-1P, Apron Frame with Drawer, 1 Drawer, 4" Tall, 36" Wide, 22" Deep, Black Plastic Recessed Pull, Color TBD	\$244.71	1.00	1/EA	\$244.71
special-nhp	TSJPTBR-3002, Apron Rail, 2" Tall, 30" Wide, 2" Deep, Color TBD	\$15.96	4.00	1/EA	\$63.84
special-nhp	TSJPTPO-3522R, Panel End Support, Standing Height, Right Hand Finished, 35.125" Tall, 22" Deep, Color TBD	\$168.71	1.00	1/EA	\$168.71
special-nhp	TSJTP203-36, Wall Cabinet, 2 Solid Doors, 30.6" Tall, 36" Wide, 13" Deep, Black Plastic Recessed Pulls, Color TBD	\$715.69	7.00	1/EA	\$5,009.83
special-nhp	TSJTP203-48, Wall Cabinet, 2 Solid Doors, 30.6" Tall, 48" Wide, 13" Deep, Black Plastic Recessed Pulls, Color TBD	\$854.00	1.00	1/EA	\$854.00

# Thomas Scientific, LLC

1654 High Hill Rd, Swedesboro, NJ 08085

Candler, NC | Greensboro, NC | Irvine, CA

San Jose, CA | Santa Clara, CA



## QUOTATION

Quote Number 00225418

Created Date 6/6/2025 6:06 PM

Expiration Date 10/7/2025

special-nhp	TSJFWR-30, Rear Wall Cabinet Filler, Color TBD	\$60.04	13.00	1/EA	\$780.52
special-nhp	TSJKSH-3604GG, Knee Space Panels for use with Drawer Aprons, Standing Height, 36" Wide, Color TBD	\$180.11	1.00	1/EA	\$180.11
special-nhp	TSJFCH-01, Corner Filler, Standing Height, 1" Wide	\$83.59	1.00	1/EA	\$83.59
special-nhp	TSJFCH-ADJ, Corner Filler, Standing Height, Adjustable 2"-12" Wide	\$316.90	1.00	1/EA	\$316.90
special-nhp	TSJFFH-ADJ, Front Filler, Standing Height, 2"-18 Wide	\$204.43	3.00	1/EA	\$613.29
special-nhp	TSJFRH-07, Rear and Center Filler, Standing Height, 7" Wide	\$81.31	10.00	1/EA	\$813.10
special-nhp	TSJP105-30, Standing Height Base Cabinet, 2 Door 1 Drawer, 35.1" Tall, 30" Wide, 22" Deep, Black Plastic Recessed Pulls, Color TBD	\$827.60	1.00	1/EA	\$827.60
special-nhp	TSJP217-24, Wall Cabinet, 1 Solid Door, Right Hinged, 30.6" Tall, 24" Wide, 13" Deep, Black Plastic Recessed Pulls, Color TBD	\$449.13	2.00	1/EA	\$898.26
special-nhp	TSJP121-30, Standing Height Base Cabinet, 4 Drawer, 35.1" Tall, 30" Wide, 22" Deep, Black Plastic Recessed Pulls, Color TBD	\$895.24	1.00	1/EA	\$895.24
special-nhp	TSJP203-30, Wall Cabinet, 2 Solid Doors, 30.6" Tall, 30" Wide, 13" Deep, Black Plastic Recessed Pulls, Color TBD	\$640.61	1.00	1/EA	\$640.61
special-nhp	TSJP142-48, Standing Height Base Cabinet, 5 Drawer, 35.1" Tall, 30" Wide, 22" Deep, Black Plastic Recessed Pulls, Color TBD	\$1,291.94	1.00	1/EA	\$1,291.94
special-nhp	ICI-CRATING, Casework Crating	\$1,417.25	1.00	1/EA	\$1,417.25
special-nhp	Lab Builders Install Cost	\$31,539.18	1.00	1/EA	\$31,539.18
special-nhp	Lab Builders Freight	\$7,547.55	1.00	1/EA	\$7,547.55

Subtotal \$96,930.84

Total Price \$96,930.84

Grand Total \$96,930.84

## **Our Proposal Includes:**

1. ICI Scientific, Cornerstone Series, powder coated inset steel cabinetry. The cabinetry will have painted steel drawer bodies, 100 lb full extension drawer glides, and black plastic recessed pulls. Wall cabinets to be 13" deep, 30" tall and have solid panel swinging doors. All our cabinetry has been independently tested and meets or exceeds the standards of the Scientific Equipment Furniture Association (SEFA 8).
2. 1" thick black epoxy resin worksurface with 4" tall splash where indicated on the drawings.
3. Black epoxy resin D55 drop-in laboratory grade sink and tail piece, sink to be 25" x 15" x 10" deep.
4. H/C mixing faucet with vacuum breaker, serrated hose ends and blade handles - in a WaterSaver polished chrome finish.
5. Laboratory style deck mounted emergency eyewash with drench hose and backflow preventer.
6. 30" x 30" Black epoxy resin pegboard with a stainless steel drip trough, and black polypropylene pegs.
7. Fillers and scribes for a finished laboratory appearance
8. All painted steel colors to be chosen from "ICI Standards", two-tone available for an additional charge.
9. Installation services
10. Crating
11. Freight

## **Not Included in our Proposal:**

1. Taxes
2. Any demolition or relocation services
3. Any asbestos abatement
4. Any licensing or permits
5. Inside/White Glove Delivery
6. Any on site dumpsters
7. Any in-wall blocking
8. Any hardware or adhesive
9. Any mechanical/electrical/plumbing connections, disconnections, or reconnections. All mechanical/electrical/plumbing work must be completed by a licensed tradesman.
10. Any sink p-traps or acid neutralization tanks
11. Thermostatic Mixing Valves
12. Any flooring work or base molding
13. Any caulking of backsplashes to wall
14. Any laboratory seating
15. Any final site decontamination or final cleaning
16. Any work and/or material not noted above

## **Clarifications and other Details:**

1. We are aware that time is of the essence for this project. We want to be actively involved with a plan to drive this project to a successful completion.

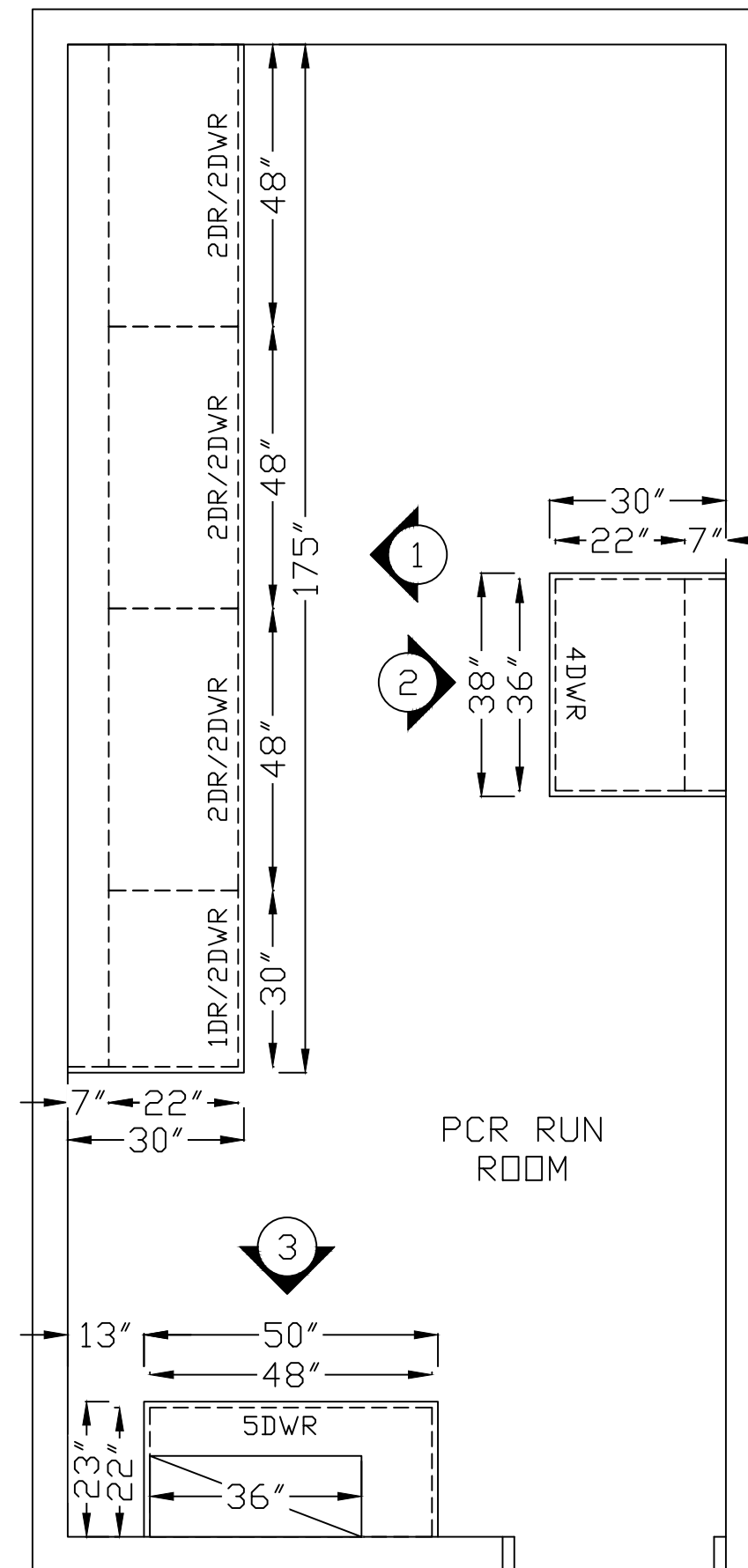
2. Changing / removing quantities on the materials BOQ not optional on quoted projects.
3. Shipment of materials can be made within 10-12 weeks from all approvals.
4. Installation services to take approximately 2-3 days. Installation duration is dependent on coordination with other trades.
5. Installation services are based on 1 continuous phase / 1 jobsite mobilization.
6. This quote is valid for 30 Days. After such time, it will be subject to adjustment upon review.

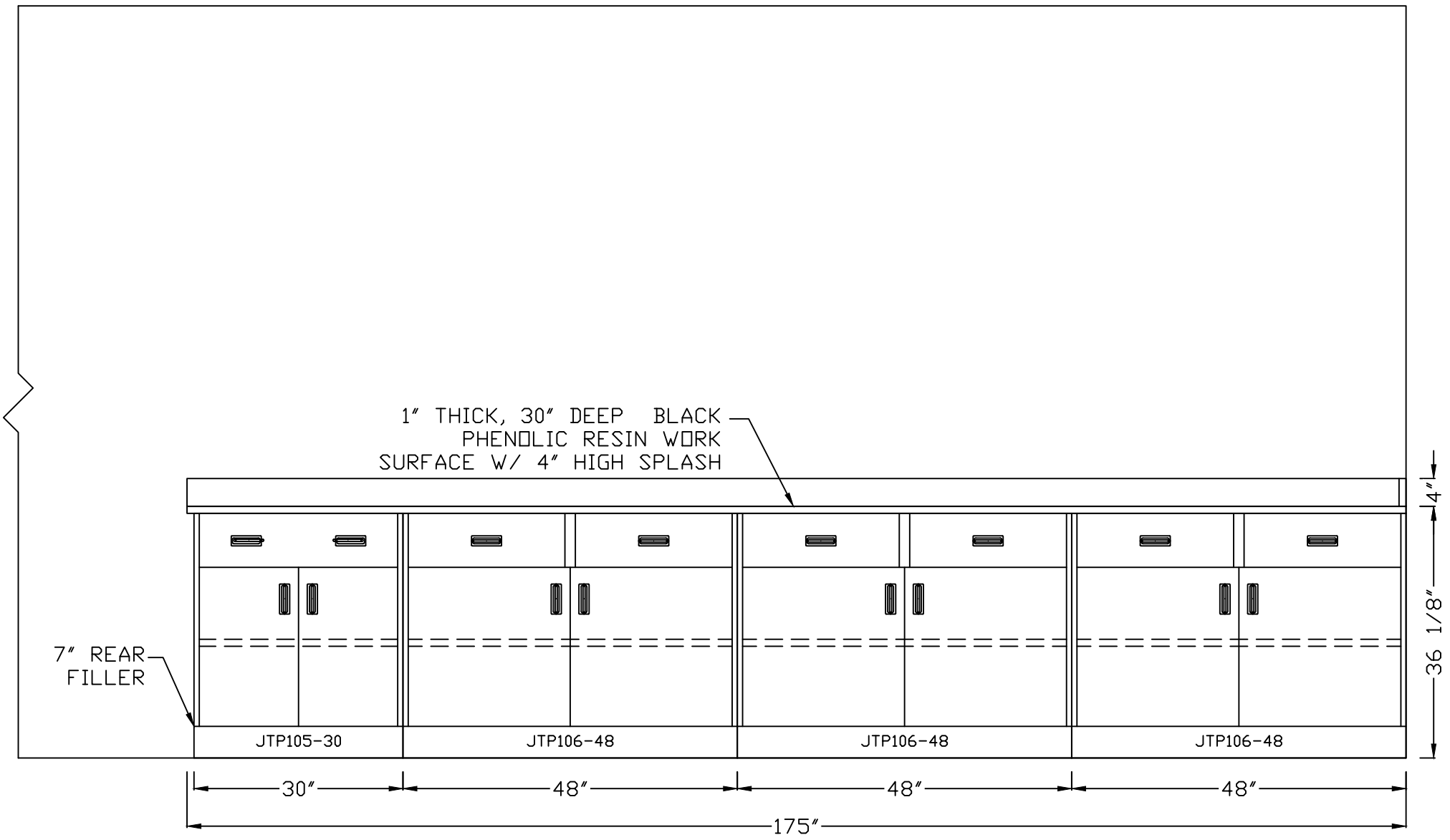
### **Price Escalation Clause:**

1. In the event of significant delay or price increase of raw material, or the price of manufacturing significantly increases during the performance of submitted Quote through no fault of LBI, the Quote, time of completion and/or Scope of Work shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases or delays. As used herein, a significant price increase shall mean any increase in price experienced by LBI from the change in cost or any surcharge of raw material between the date of Quote and date of installation/applicable work.
2. In the event where there is delay of any product delivery through no fault of LBI, as a result of the shortage or unavailability of materials critical to the manufacture of such Product, LBI shall not be liable for any additional costs or damages associated with such delay(s).
3. LBI shall give prompt notice of any price escalations/adjustments or delays in manufacture. LBI reserves the right to submit any price changes/adjustments due to the aforementioned at any time between the date of Quote and date of installation/applicable work.

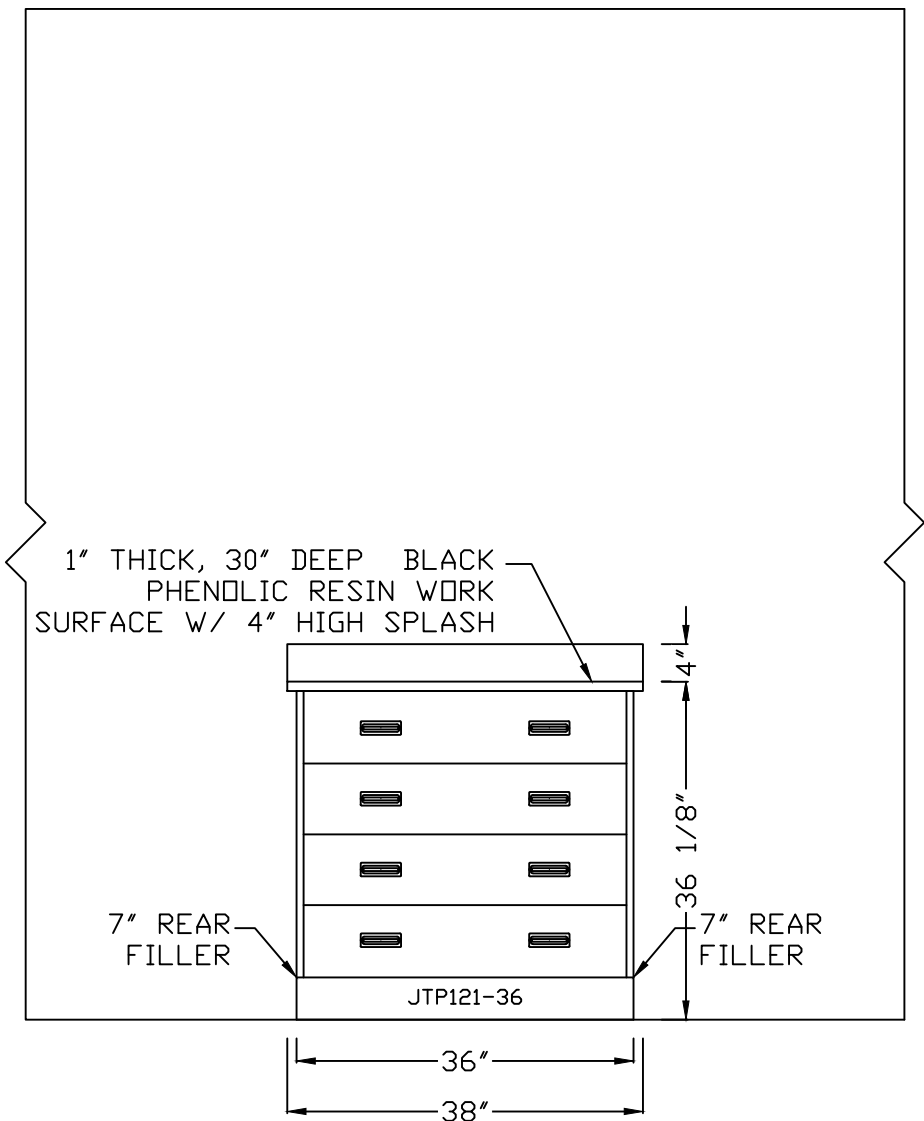
### **Warehousing Storage Clause:**

1. Unless otherwise indicated, it is assumed that all products will be shipped to the customer within one week of completion based on the original project schedule. If the project schedule is delayed, and the customer does not want the products shipped within one week of the originally scheduled completion date, the products shall be warehoused by LBI, and warehousing storage fees will apply. Warehousing storage fees will be determined at the start of the storage duration.

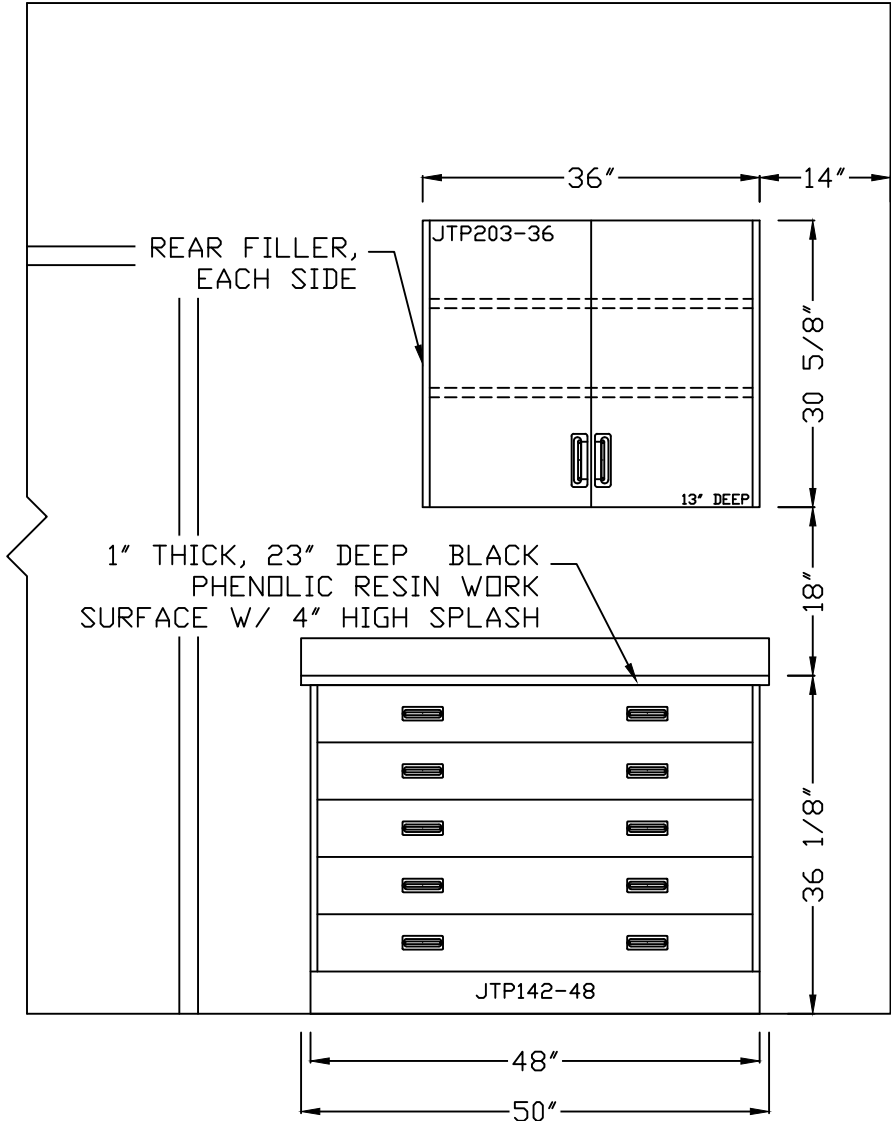




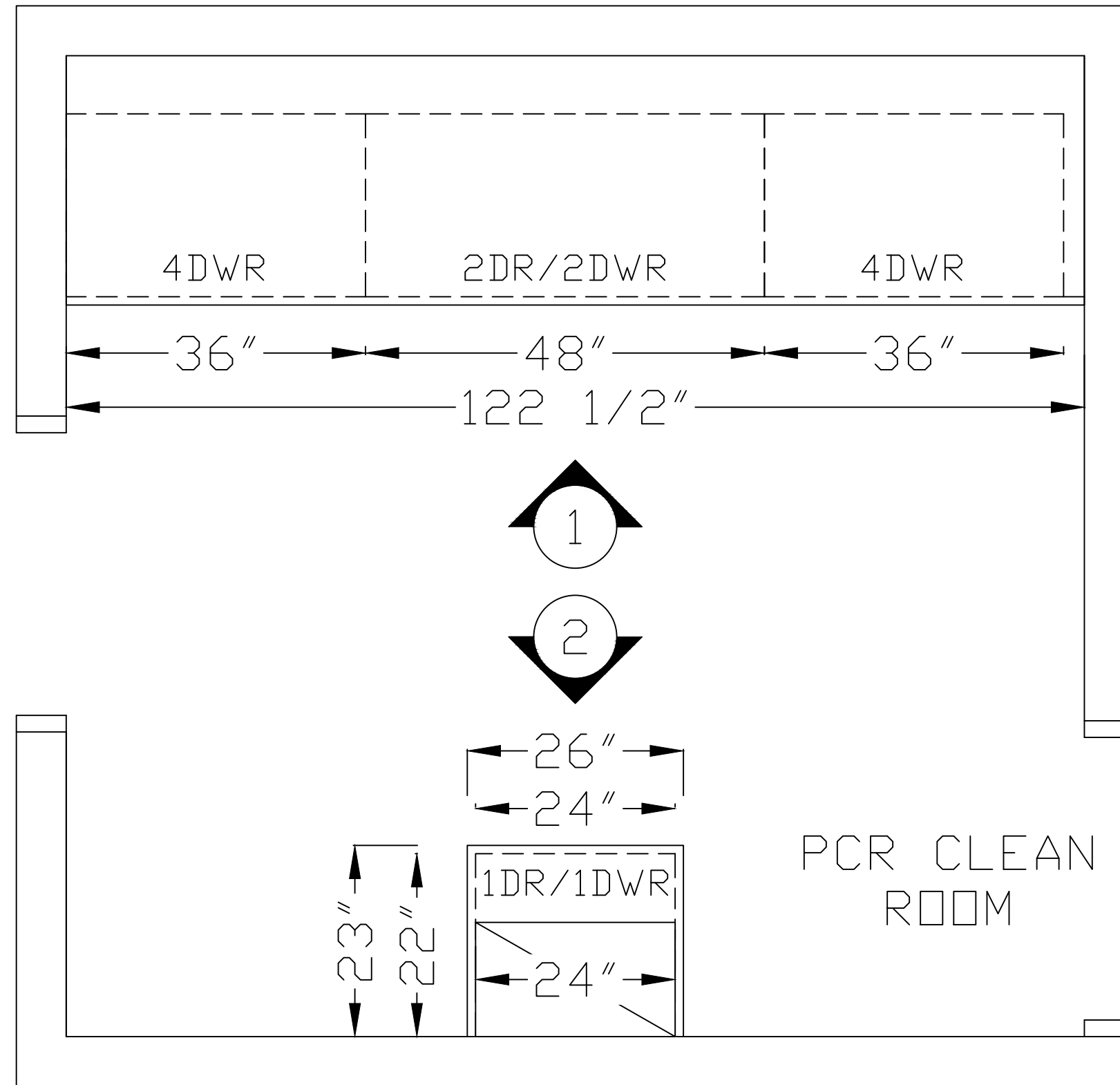
 **ELEVATION**  
PCR RUN ROOM



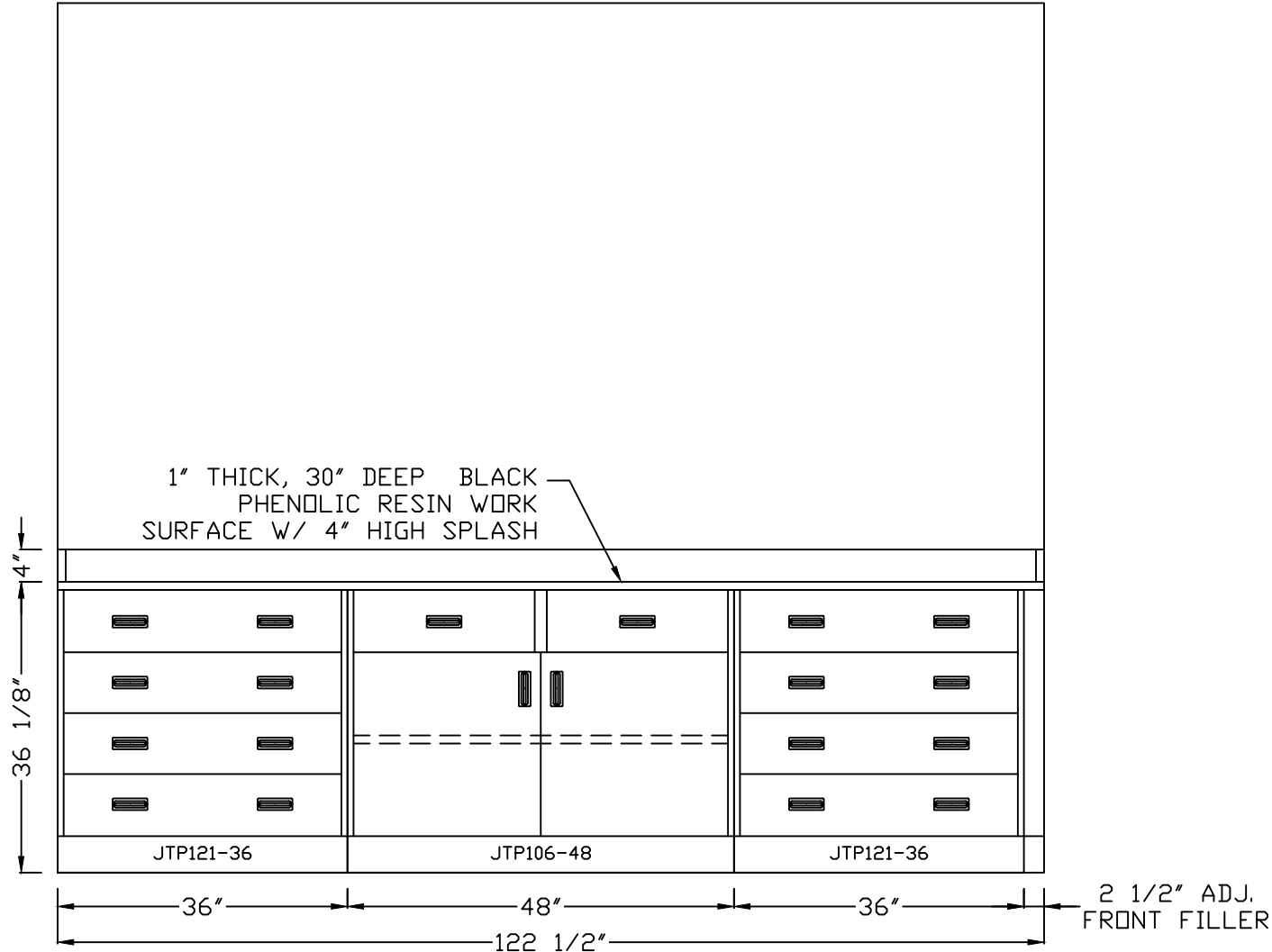
**2** ELEVATION  
PCR RUN ROOM



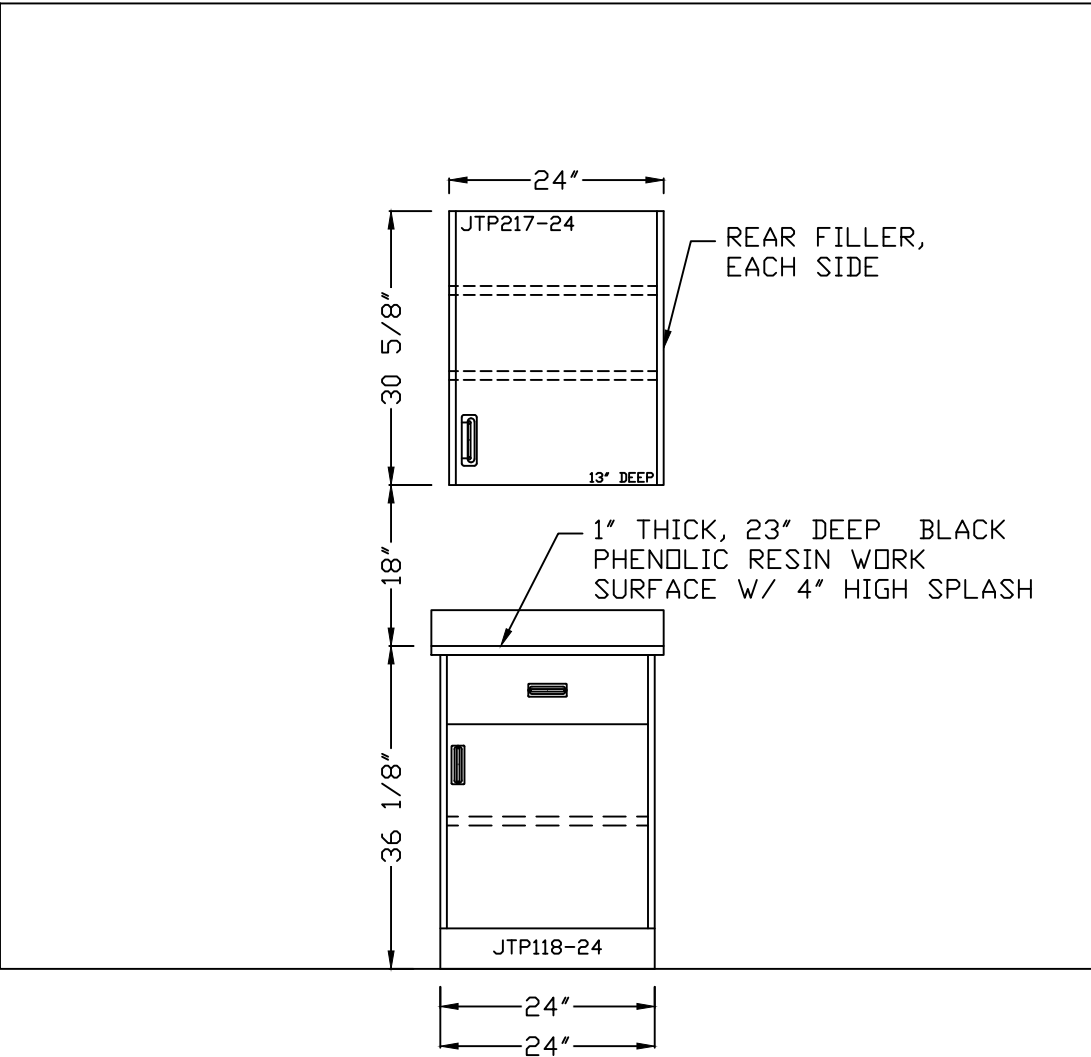
**3** ELEVATION  
PCR RUN ROOM



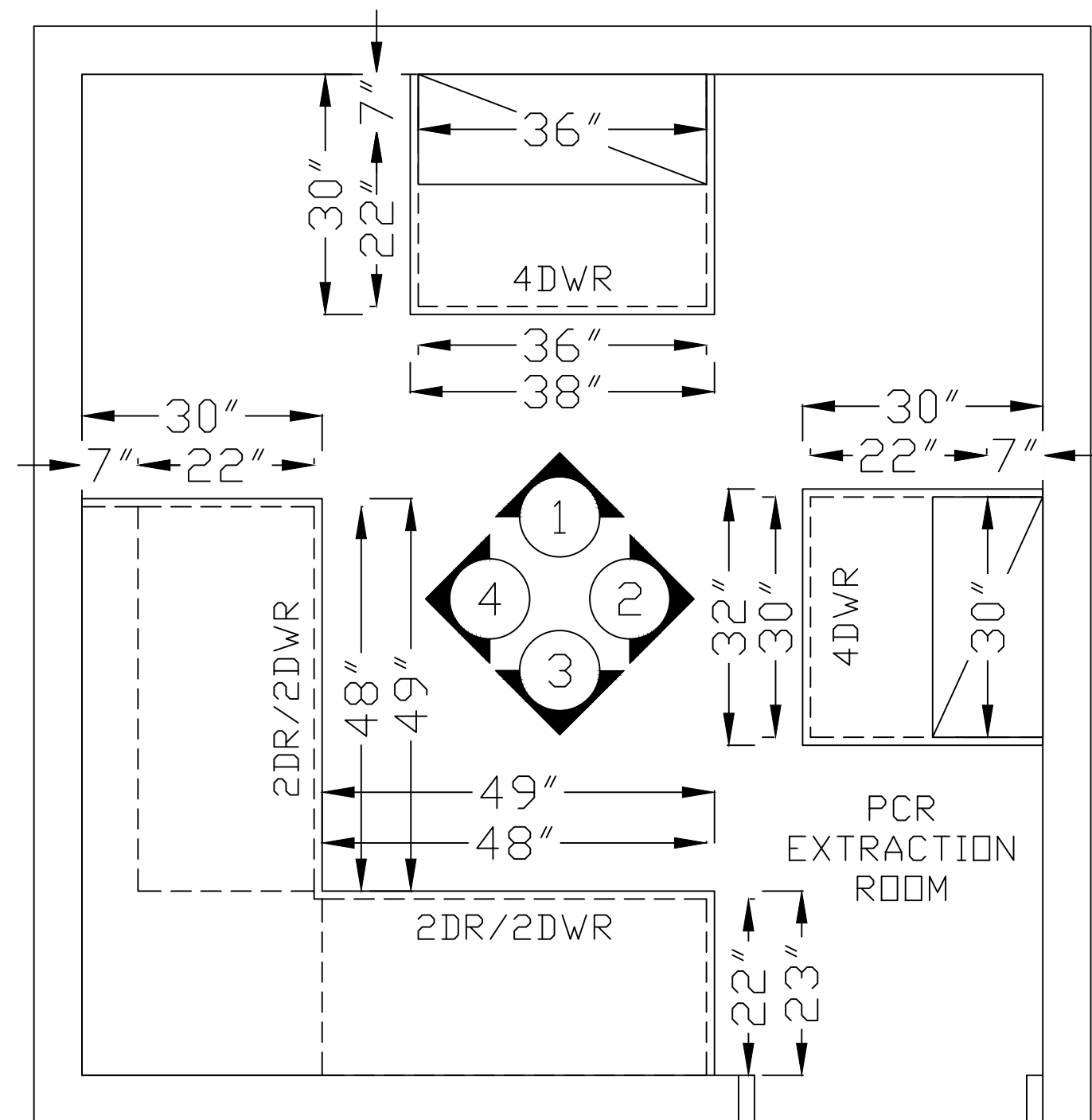


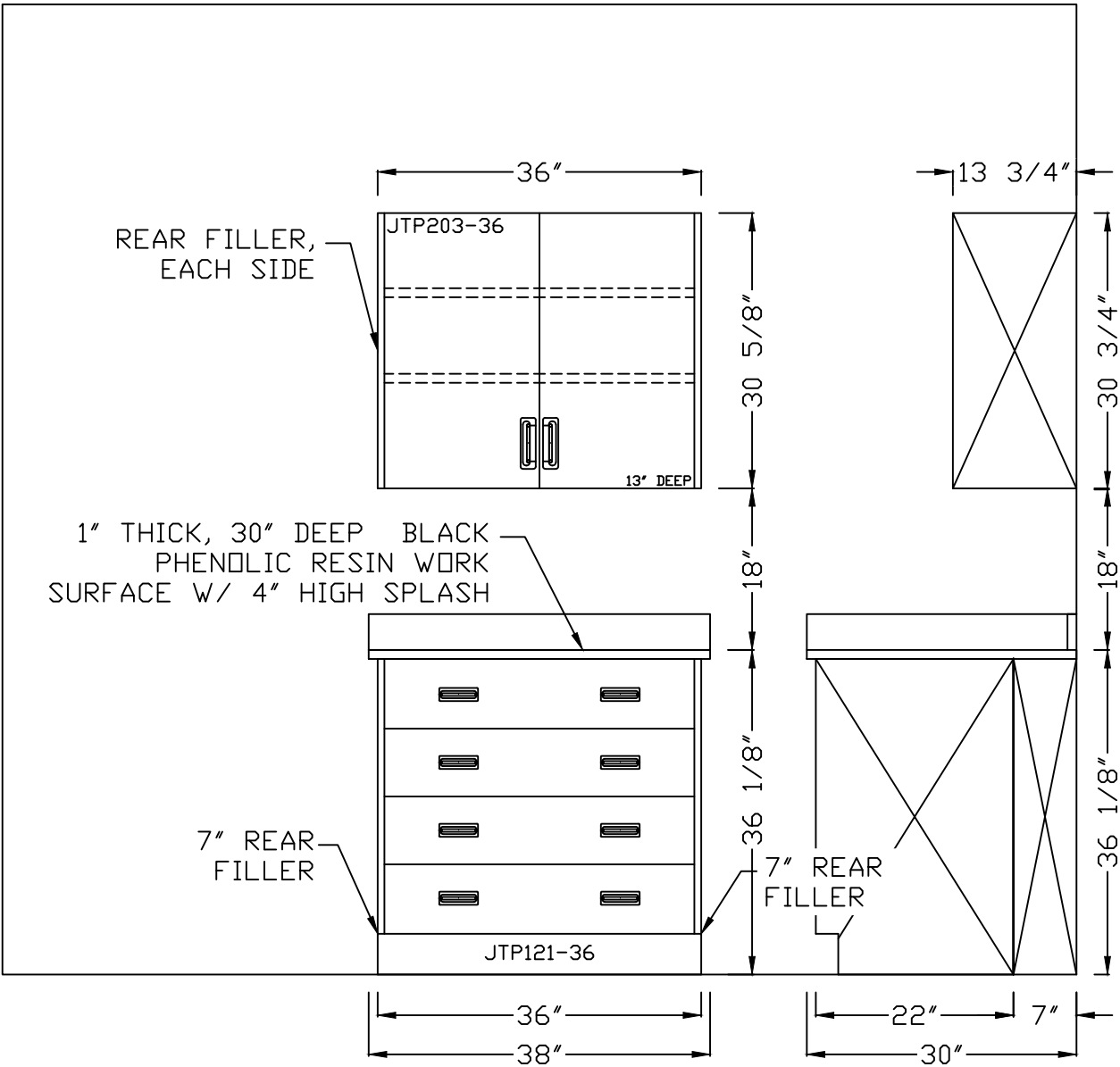


1 ELEVATION  
PCR CLEAN ROOM

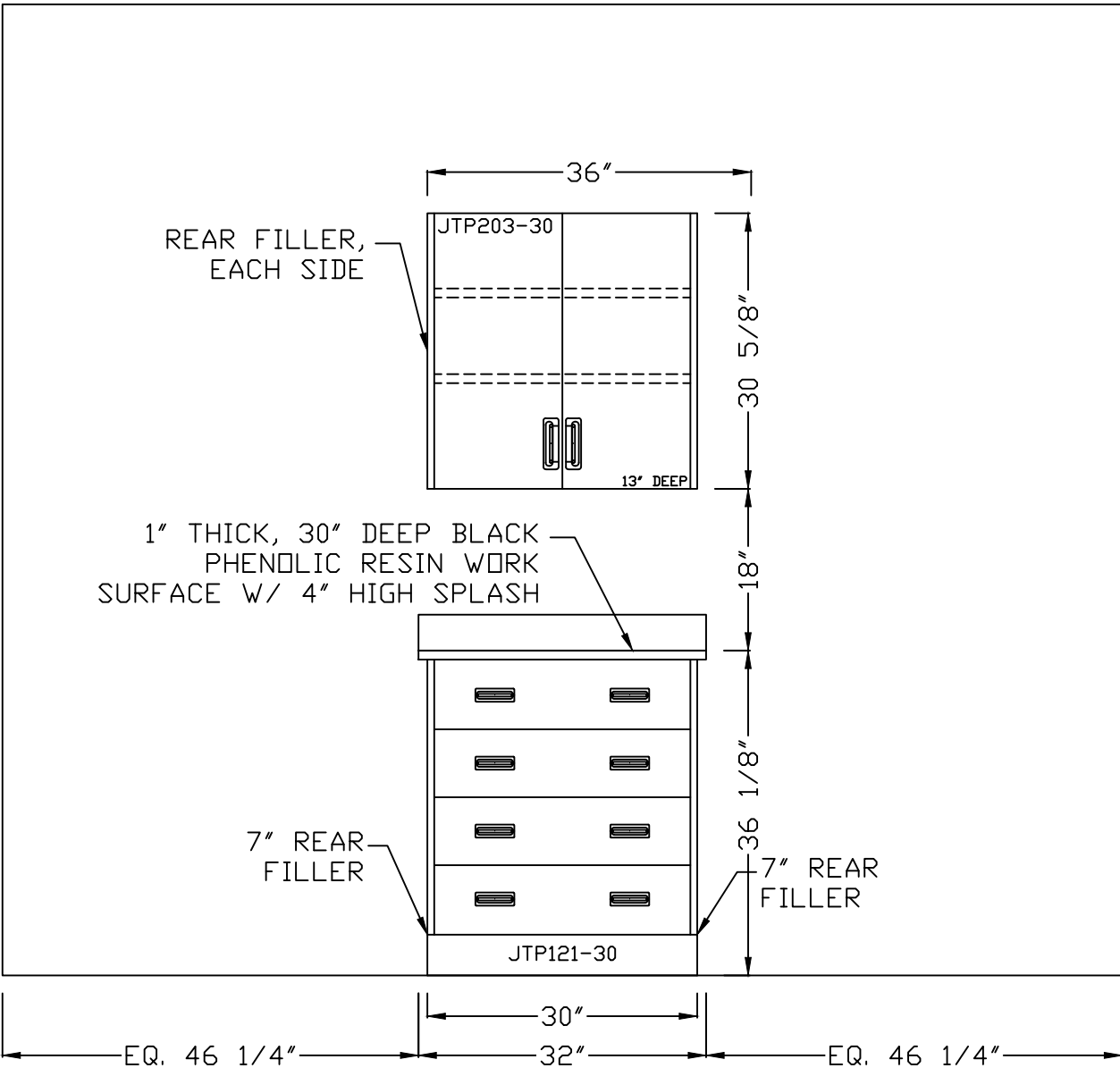


2 ELEVATION  
PCR CLEAN ROOM

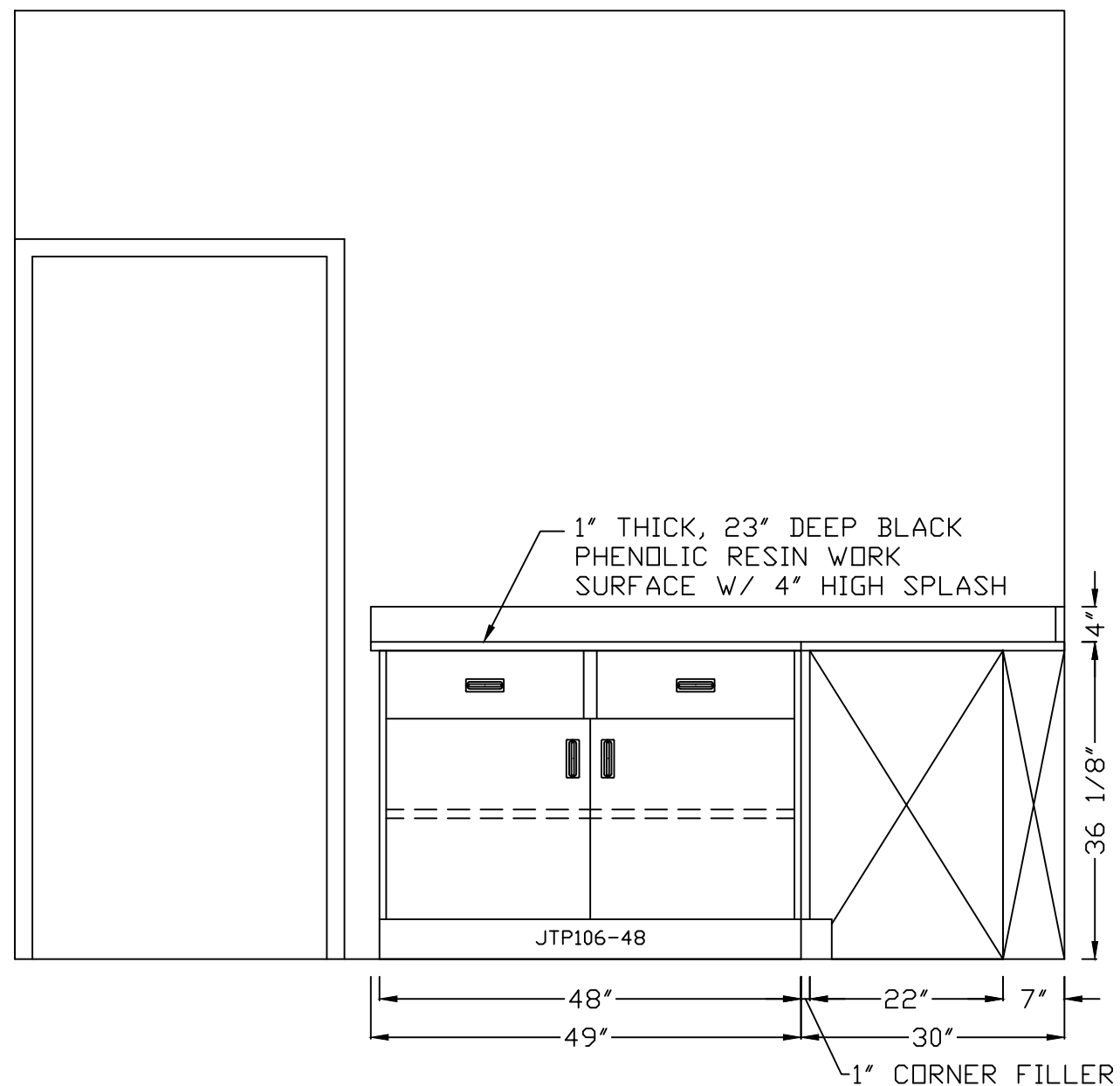




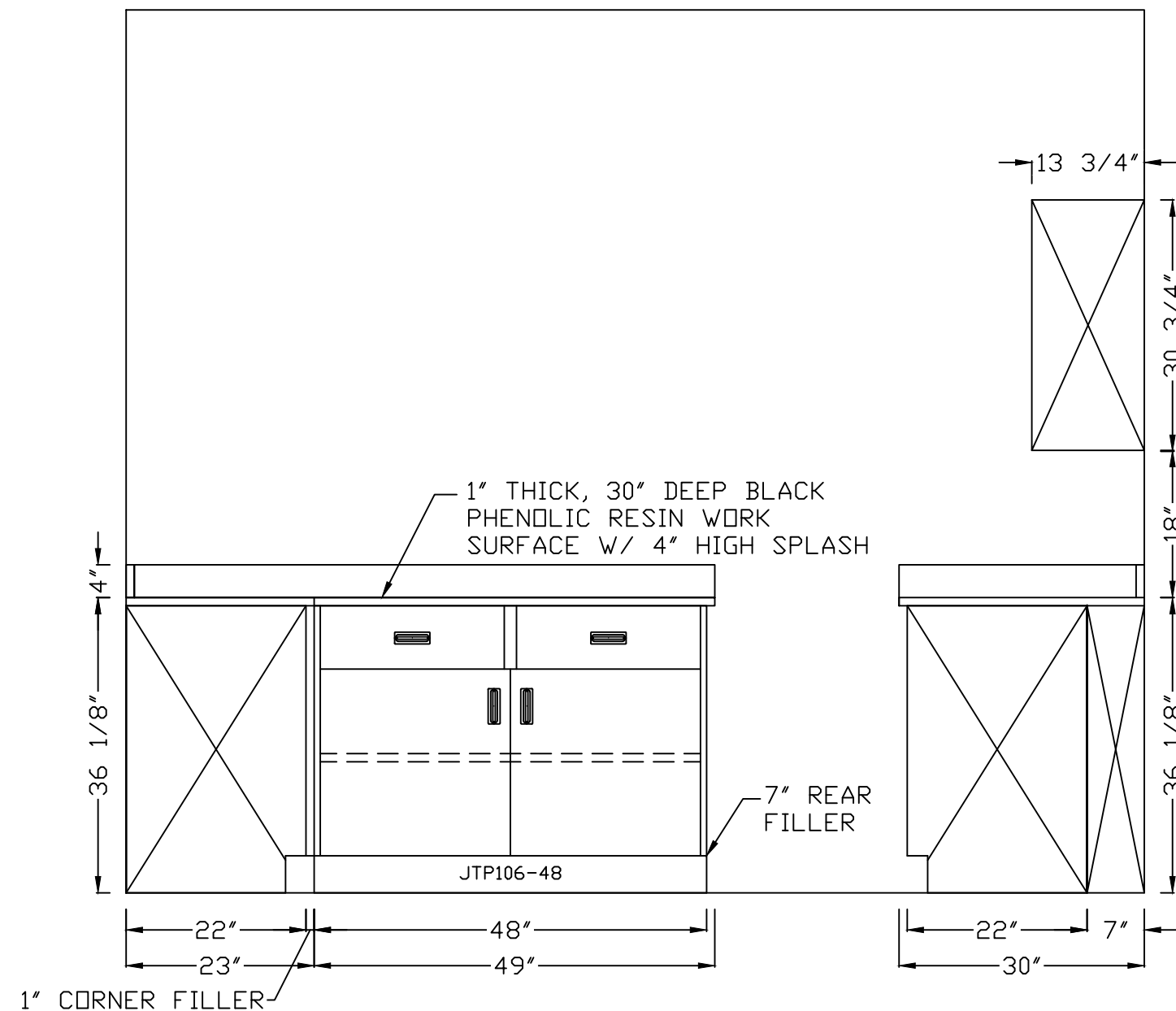
1 ELEVATION  
PCR EXTRACTION



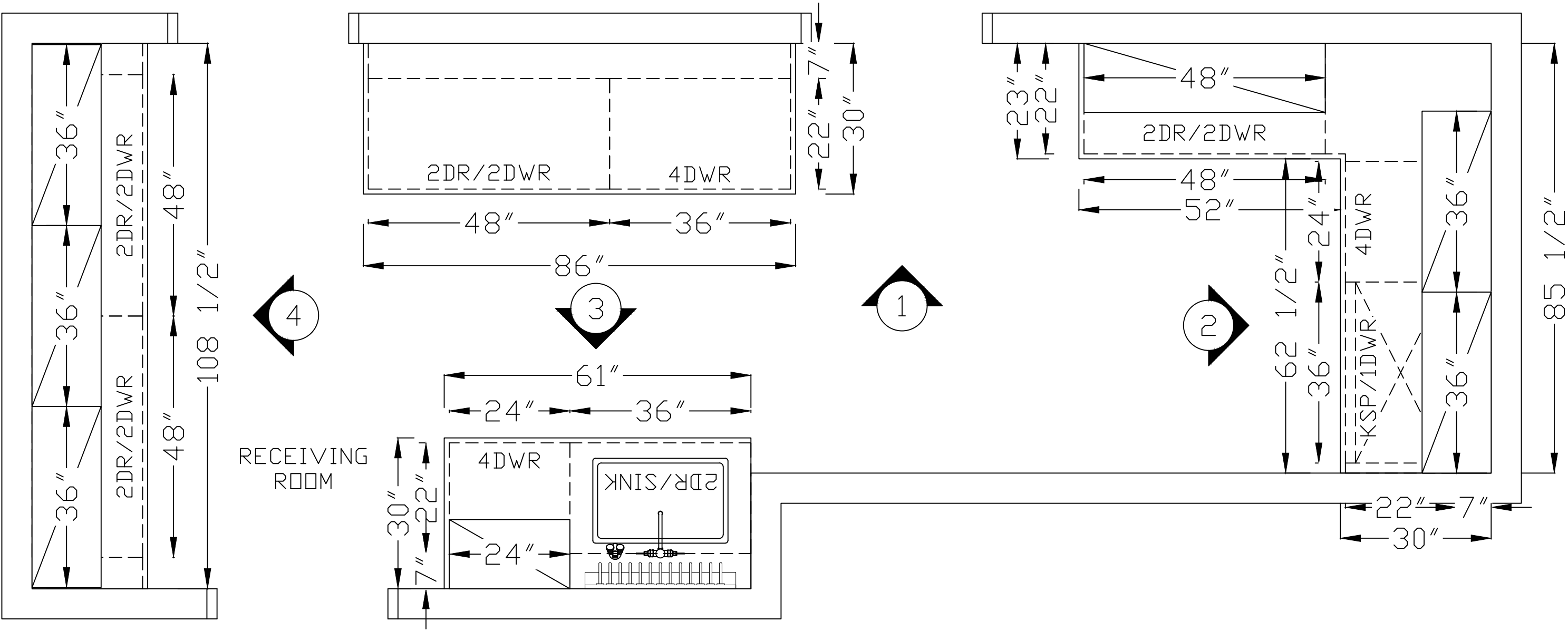
2 ELEVATION  
PCR EXTRACTION

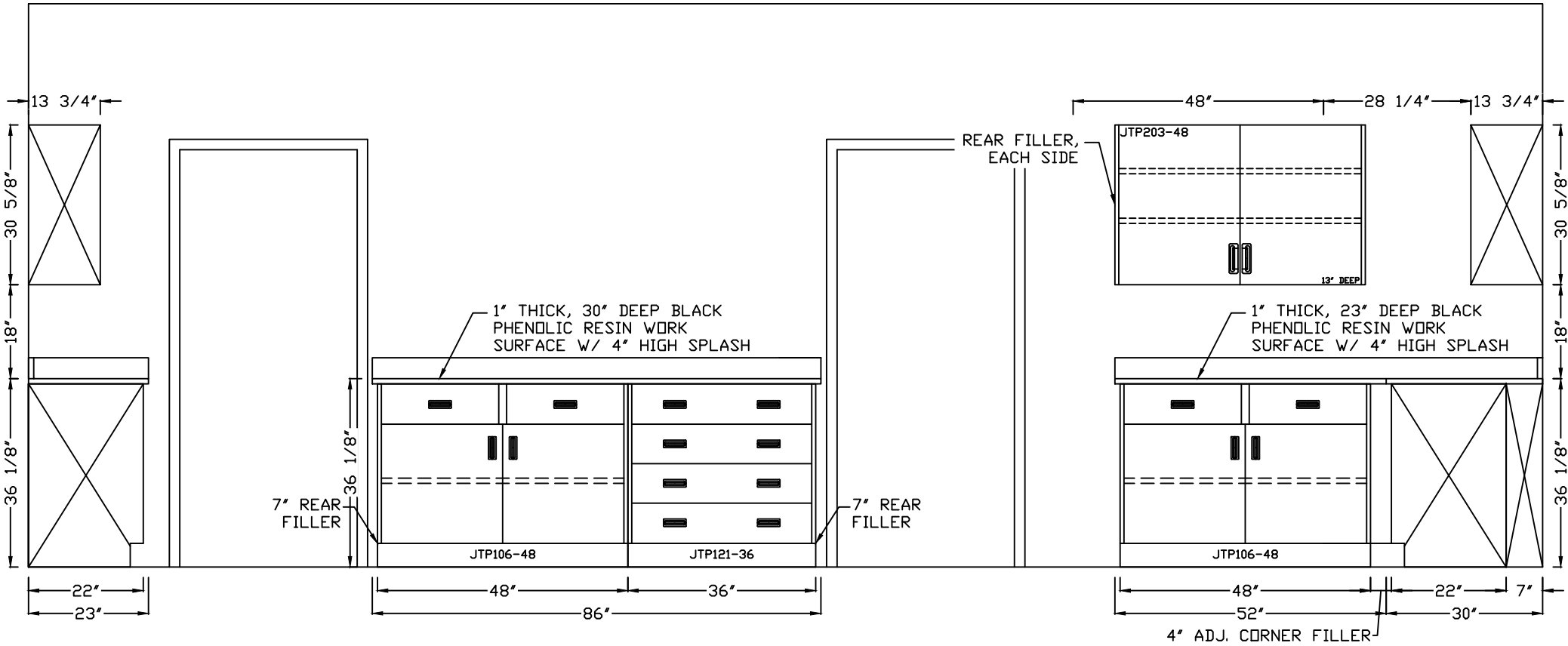


3 ELEVATION  
PCR EXTRACTION

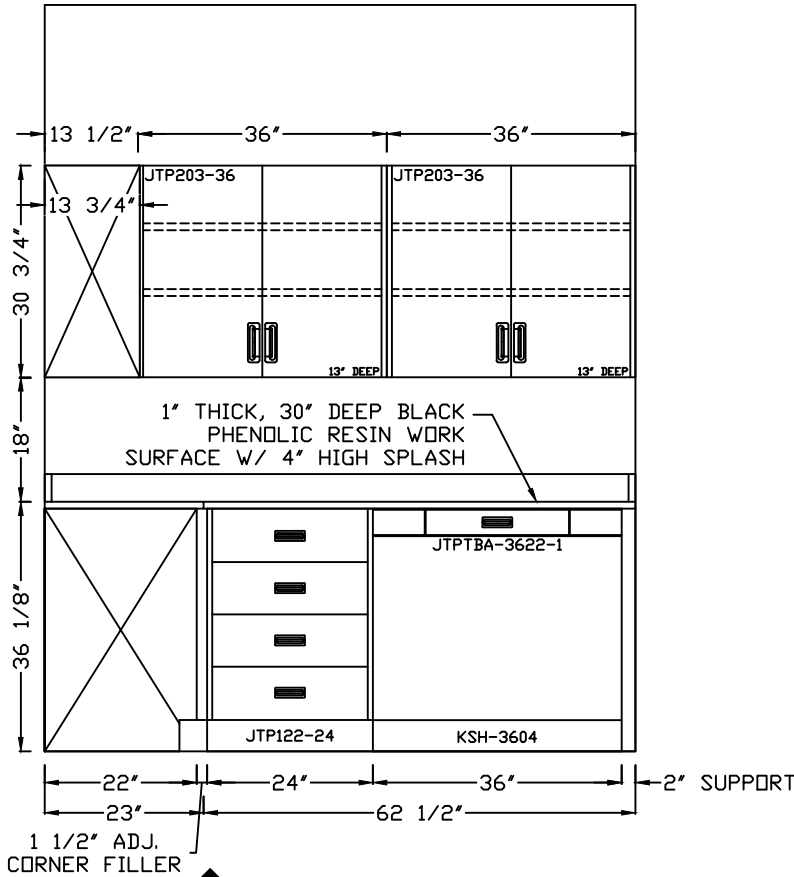


4 ELEVATION  
PCR EXTRACTION

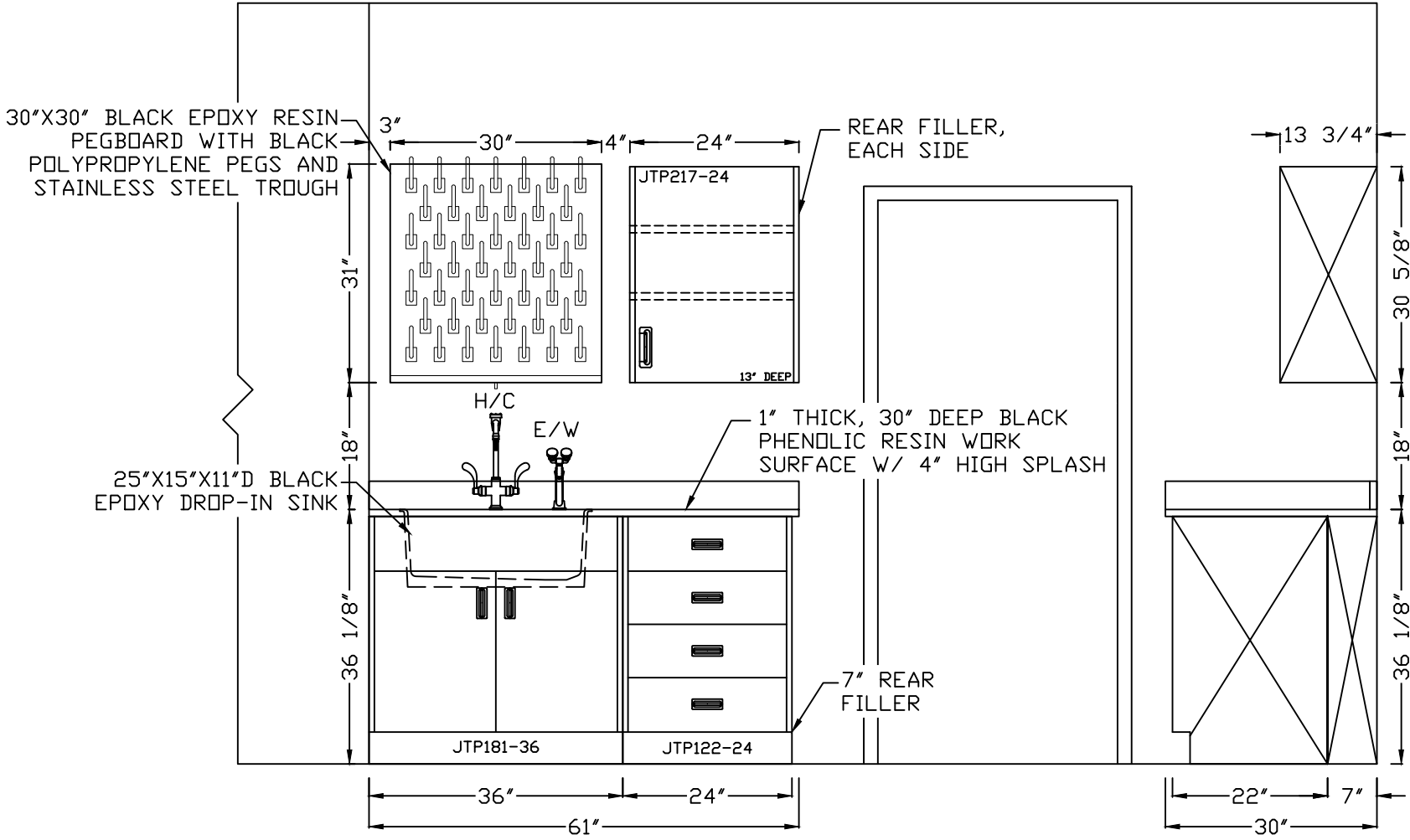




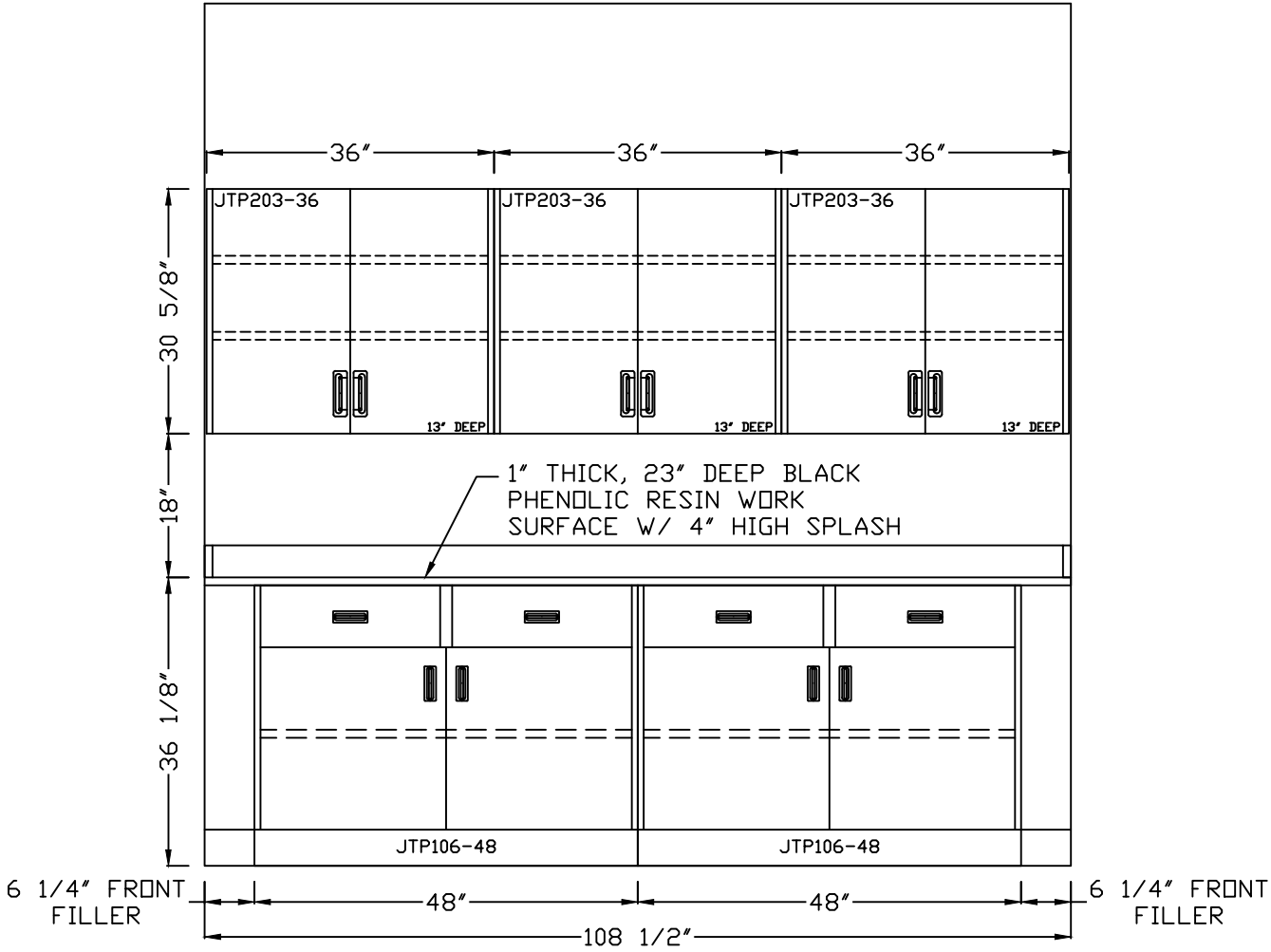
1 ELEVATION  
RECEIVING ROOM



2 ELEVATION  
RECEIVING ROOM



3 ELEVATION  
RECEIVING ROOM



4 ELEVATION  
RECEIVING ROOM

# Thomas Scientific, LLC

1654 High Hill Rd, Swedesboro, NJ 08085

Candler, NC | Greensboro, NC | Irvine, CA  
San Jose, CA | Santa Clara, CA



## QUOTATION

**Due to evolving tariff regulations, some products may reflect higher prices. Limited notice from suppliers makes it challenging for Thomas to provide advance notifications of these increases. We appreciate your understanding as we navigate these changes.**

All purchases of products from Thomas Scientific, LLC are governed by the TERMS AND CONDITIONS OF SALE FOR THOMAS SCIENTIFIC, LLC (the "Terms") which may be available at [TERMS AND CONDITIONS OF SALE FOR Thomas Scientific, LLC](#). The prices provided in any quotes or listed on Thomas Scientific, LLC's website are based on and assume that the Terms apply. As such, your purchase of Goods (as defined in the Terms) and Thomas Scientific LLC's sale of the Goods are and at all times will be governed by the Terms, which are hereby deemed to be incorporated into and to form an integral part of this purchase. Any terms and conditions supplied by you/purchaser are not accepted and deemed void. By submitting or proceeding with the purchase, you/purchaser hereby acknowledge that the Terms apply to the considered Final Sale, Non-Cancellable, and Non-Returnable products.

**RETURN POLICY** All returns must have prior authorization from Thomas Scientific and must be requested within 30 days of delivery. Products returned without prior authorization will be returned freight collect. All products returned are subject to a minimum 20% restocking fee. Customer will be responsible for all

purchase of the Goods and that they may not be varied, except by a written signature of an authorized representative of Thomas Scientific LLC.

**IMPORTANT NOTICE** Due to Thomas Scientific's inability to return un-used inventory of certain products to our manufacturing partners, we must require certain limitations when these items are purchased. Transport Media, Swabs, Automation Pipette Tips, PCR Plates, and Personal Protective Equipment are all

Quote Number 00225418  
Created Date 6/6/2025 6:06 PM  
Expiration Date 10/7/2025

transportation fees on returns not due to Thomas Scientific error. Products generally not subject to return include: Items not purchased from Thomas Scientific. Products not in original packaging, including products with damaged, missing, or defaced labeling and packaging. All original manuals, instructions, warnings, and warranties must be included. Products must not have been customized, modified or damaged in any way. Items purchased on a "special order" basis or discontinued products. Chemicals, diagnostics, sterile or controlled products. Products which are not inventoried by Thomas Scientific and are not able to be returned to the manufacturer. Products with an expired shelf life or short expiration dating less than six (6) months. Refrigerated products or other perishables. Products that may be identified as high demand due to a pandemic, epidemic or other situations of crisis

\*\* To begin your return process, please complete our Return Authorization Form by visiting [www.thomassci.com/returns](http://www.thomassci.com/returns).

\*\* Please note that in times of crisis or emergencies, demand can significantly exceed supply. This can result in allocations of products by our suppliers and for our customers. As a result, our terms may be amended, such as requiring payment in advance, freight charges and products that are considered Final Sale and/or Non-Returnable and/or Non-Cancellable.





One Citizens Drive  
Riverside, RI 02915-3000

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Batch ID: 383616

Record ID: 12079193

2004895041

057-0012/0115

Jun 06, 2025

\$ 4,846.55

PAY FOUR THOUSAND EIGHT HUNDRED FORTY-SIX AND 55/100

TO THE ORDER OF STATE OF WEST VIRGINIA DEPARTMENT OF  
ADM PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON, WV 25300

MEMO CASE NUMBER 209-25

Issued by Citizens Bank, N.A.

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One Citizens Drive  
Riverside, RI 02915-3000

2004895041

057-0012/0115

\$ 4,846.55

**Message:** Case number 209-25

FOUR THOUSAND EIGHT HUNDRED FORTY-SIX AND 55/100

STATE OF WEST VIRGINIA DEPARTMENT OF  
ADM PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON, WV 25300

Drawer: Citizens Bank, N.A.

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		OFFICIAL CHECK	
Citizens Bank		2004895041	
One Citizens Drive Riverside, RI 02915-3000		057-0012/0115 Jun 06, 2025	
PAY FOUR THOUSAND EIGHT HUNDRED FORTY-SIX AND 55/100		\$ 4 , 8 4 6 . 5 5 DOLLAR FOUR COM EIGHT FOUR SIX PER FIVE FIVE	
TO THE ORDER OF STATE OF WEST VIRGINIA DEPARTMENT OF ADM PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON, WV 25300		Drawer: Citizens Bank, N.A.	
MEMO: CASE NUMBER 209-25			
Issued by Citizens Bank, N.A.		Security Features Details on Back	

2004895041 0015001201 20752113



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2024

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).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 201-845-6600 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Thomas Scientific Holdings, LLC 1654 High Hill Road Swedesboro NJ 08085	<b>THOMASCIEN1</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Atlantic Specialty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 357693626**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			7110159700007	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7110159700007	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7110159700007	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Products Liability			7500001620004	11/1/2024	11/1/2025	\$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is named Additional Insured with regard to the liability policies of the insured, but only with respect to and to the extent of the liabilities assumed by the Named Insured under written contract, agreement or permit and subject to the provisions and limitations of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

State of West Virginia; Department of Administration,  
Purchasing Division  
2019 Washington Street East  
Charleston WV 25305-0130

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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2025

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).

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068		<b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc. <b>PHONE (A/C, No, Ext):</b> 1-800-524-7024 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Employers Preferred Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>INSURED</b> Thomas Scientific Holdings LLC  DBA: THOMAS SCIENTIFIC HOLDINGS LLC 1654 High Hill Road Swedesboro NJ 08085	<b>NAIC #</b> 10346
---	------------------------

**COVERAGES****CERTIFICATE NUMBER:** 4246539**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> Y	N/A	N	EIG496161303	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

Thomas Scientific Holdings LLC 1654 High Hill Road  Swedesboro NJ 08085	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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Riverside, RI 02915-3000

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2004895041

057-0012/0115

Jun 06, 2025

\$ 4,846.55

PAY FOUR THOUSAND EIGHT HUNDRED FORTY-SIX AND 55/100

TO THE ORDER OF STATE OF WEST VIRGINIA DEPARTMENT OF  
ADM PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON, WV 25300

MEMO CASE NUMBER 209-25

Issued by Citizens Bank, N.A.

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Riverside, RI 02915-3000

2004895041

057-0012/0115

\$ 4,846.55

**Message:** Case number 209-25

FOUR THOUSAND EIGHT HUNDRED FORTY-SIX AND 55/100

STATE OF WEST VIRGINIA DEPARTMENT OF  
ADM PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON, WV 25300

Drawer: Citizens Bank, N.A.

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One Citizens Drive Riverside, RI 02915-3000		2004895041 Jun 06, 2025	
PAY FOUR THOUSAND EIGHT HUNDRED FORTY-SIX AND 55/100		\$ 4 , 8 4 6 . 5 5 DOLLAR FOUR COM EIGHT FOUR SIX PER FIVE FIVE	
TO THE ORDER OF STATE OF WEST VIRGINIA DEPARTMENT OF ADM PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON, WV 25300		Drawer: Citizens Bank, N.A.	
MEMO: CASE NUMBER 209-25 Issued by Citizens Bank, N.A.			

2004895041 0015001201 20752113