



710 Bridgeport Ave  
Shelton, CT 06484-4794

**Bob Stroyne**  
Title Sr. Sales Specialist  
Phone 412-491-4266  
Fax: 203-944-4914  
Email:  
robert.stroyne@perkinelmer.com

Roberta Wagner  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston WV 25311

RE: Bid # LBS10081

Roberta,

I would like to thank you on behalf of PerkinElmer for the opportunity to provide a response for bid # LBS10081.

Included in this package is a quotation for the Clarus 560S GC/MS which meets and exceeds all of the bid specs for LBS10081. This system includes a Clarus 580 GC which is a recent upgrade to our Clarus 500 GC. The Clarus 580 includes a Capillary Split/Splitless injector with our new upgrades for an even higher level of inertness, which is very important for any GC analysis

Installation and Familiarization are also included and user operation and instrument maintenance training on site are always provided with our instrument installations. I have included one day of additional Product Specialist Training on-site to make sure that we have all of our bases covered with respect to your application. Any follow-up to that training, if needed, will be no charge. The GC/MS quote also includes, at no charge, the tuition to a 4-day training course on GC/MS at one of our training sites. If the folks in the lab have an opportunity, this course is very informative and very well respected by my customers. In depth training on the GC/MS is included in that course and it gives the operator a chance to really understand the basics of GC/MS techniques.

A copy of the NIST 2008 Search Library is included as part of the system

Please feel free to contact me with any questions that you may have

Thank you and best regards,

Bob Stroyne  
Sr. Sales Specialist  
Chromatography Products  
PerkinElmer Life and Analytical Sciences  
412-491-4266  
robert.stroyne@perkinelmer.com



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

# Request for Quotation

|            |
|------------|
| RFQ NUMBER |
| LBS10081   |

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| PAGE |
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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| ROBERTA WAGNER                          |
| 304-558-0067                            |

VENDOR

\*709001549 03 800-762-4000  
 PERKINELMER HEALTH SCIENCES INC.  
 710 BRIDGEPORT AVENUE  
 MAIL STOP 172  
 SHELTON CT 06484-4794

SHIP TO

HEALTH AND HUMAN RESOURCES  
 ENVIRONMENTAL CHEMISTRY LAB  
 4710 CHIMNEY DRIVE  
 CHARLESTON, WV  
 25302 304-558-3530

|                              |                                   |                          |                  |                                  |
|------------------------------|-----------------------------------|--------------------------|------------------|----------------------------------|
| DATE PRINTED<br>02/09/2010   | TERMS OF SALE<br>DUE UPON RECEIPT | SHIP VIA<br>BEST WAY     | F.O.B.<br>ORIGEN | FREIGHT TERMS<br>PREPAID AND ADD |
| BID OPENING DATE: 03/11/2010 |                                   | BID OPENING TIME 01:30PM |                  |                                  |

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER             | UNIT PRICE  | AMOUNT      |
|--|----------|-----|----------|-------------------------|-------------|-------------|
| 0001   | 1        | EA  |          | CLARUS 560 MS<br>490-55 | \$53,342.64 | \$53,342.64 |
| GAS CHROMATOGRAPH - MASS SPECTROMETER (GC-MS)<br><br>REQUEST TO PURCHASE ONE GAS CHROMATOGRAPH - MASS SPECTROMETER (GC-MS) TO ANALYZE FOR TRIHALOMETHANES (THMS) AND VOLATILE ORGANIC CHEMICALS (VOCs) IN DRINKING WATER TO FULFILL THE REQUIREMENTS OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS FOR COMPLIANCE MONITORING OF PUBLIC WATER SYSTEMS, PER THE ATTACHED SPECIFICATIONS. COMPLIANCE MONITORING TESTING IS REQUIREMENT OF A STATE'S PRINCIPAL LABORATORY MANDATED UNDER FEDERAL CODE AT 40 CFR 142.10(B)(4) FOR THE STATE TO MAINTAIN PRIMACY OVER IT'S DRINKING WATER PROGRAM.<br><br>THE INSTRUMENT WILL ALSO SERVE THE PURPOSE OF PROTECTING PUBLIC HEALTH BY PROVIDING TESTING CAPABILITIES TO PRIVATE WELL OWNERS.<br><br>THIS INSTRUMENT IS TO BE INSTALLED FOR USE BY THE OFFICE OF LABORATORY SERVICES ENVIRONMENTAL CHEMISTRY LABORATORY AT 4710 CHIMNEY DRIVE, SUITE G, CHARLESTON, WEST VIRGINIA 25302.<br><br>>> PLEASE SEE ATTACHED SPECIFICATIONS/COST SHEET. <<<br>Bid in accordance with PerkinElmer Health Sciences, Inc. Quotations # 20342556 attached.<br><br>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. |          |     |          |                         |             |             |

RECEIVED  
 2010 MAR 10 AM 10:01  
 W. J. BROWN JR.  
 DIRECTOR

|                                   |  |                 |   |                      |  |
|-----------------------------------|--|-----------------|---|----------------------|--|
| SIGNATURE <i>[Signature]</i>      |  |                 | SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                      |  |
| TITLE ASSISTANT SECRETARY         |  | FEIN 04-3361624 | TELEPHONE 1-800-762-4000                  | DATE MARCH 8TH, 2010 |  |
| ADDRESS CHANGES TO BE NOTED ABOVE |  |                 |   |                      |  |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130.
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C.S.R. §148-1-6.6)



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

### Request for Quotation

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| RFP NUMBER |
| LBS10081   |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| ROBERTA WAGNER<br>304-558-0067          |

RODZM

\*709001549 03 800-762-4000  
 PERKINELMER HEALTH SCIENCES INC.  
 710 BRIDGEPORT AVENUE  
 MAIL STOP 172  
 SHELTON CT 06484-4794

SHIP TO

HEALTH AND HUMAN RESOURCES  
 ENVIRONMENTAL CHEMISTRY LAB  
 4710 CHIMNEY DRIVE  
 CHARLESTON, WV  
 25302 304-558-3530

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 02/09/2010   |               |          |        |               |

|                   |            |                  |         |
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| BID OPENING DATE: | 03/11/2010 | BID OPENING TIME | 01:30PM |
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| <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p><b>INQUIRIES:</b><br/>           WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 02/23/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER<br/>           DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           2019 WASHINGTON STREET, EAST<br/>           CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115<br/>           E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR</p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

**Request for  
 Quotation**

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| RFO NUMBER |
| LBS10081   |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| ROBERTA WAGNER                          |
| 304-558-0067                            |

VENDOR

\*709001549 03 800-762-4000  
 PERKINELMER HEALTH SCIENCES INC.  
 710 BRIDGEPORT AVENUE  
 MAIL STOP 172  
 SHELTON CT 06484-4794

SHIP TO

HEALTH AND HUMAN RESOURCES  
 ENVIRONMENTAL CHEMISTRY LAB  
 4710 CHIMNEY DRIVE  
 CHARLESTON, WV  
 25302 304-558-3530

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 02/09/2010   |               |          |        |               |

BID OPENING DATE: 03/11/2010 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| <p>REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           BUILDING 15<br/>           2019 WASHINGTON STREET, EAST<br/>           CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID<br/>           Bid in accordance with PerkinElmer Health Sciences, Inc.<br/>           Quotations # 20342556 attached.<br/>           BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----LBS10081-----</p> <p>BID OPENING DATE:--- 3/11/2010-----</p> <p>BID OPENING TIME:---1:30 PM-----</p> <p>FAX 2039444914<br/>           EMAIL ROBERT.STROYNE@PERKINELMER.COM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> |          |     |         |             |            |        |

|                                   |  |      |   |      |  |
|-----------------------------------|--|------|---|------|--|
| SIGNATURE                         |  |      | SEE REVERSE SIDE FOR TERMS AND CONDITIONS |      |  |
| TITLE                             |  | FEIN | TELEPHONE                                 | DATE |  |
| ADDRESS CHANGES TO BE NOTED ABOVE |  |      |   |      |  |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

**Request for  
 Quotation**

RFQ NUMBER  
**LBS10081**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**ROBERTA WAGNER**  
**304-558-0067**

VENDOR

\*709001549 03 800-762-4000  
**PERKINELMER HEALTH SCIENCES INC.**  
**710 BRIDGEPORT AVENUE**  
**MAIL STOP 172**  
**SHELTON CT 06484-4794**

SHIP TO

**HEALTH AND HUMAN RESOURCES**  
**ENVIRONMENTAL CHEMISTRY LAB**  
**4710 CHIMNEY DRIVE**  
**CHARLESTON, WV**  
**25302**                      **304-558-3530**

|                                   |               |          |        |               |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br><b>02/09/2010</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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BID OPENING DATE: **03/11/2010**                      **BID OPENING TIME 01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT             |
|--|----------|-----|----------|-------------|------------|--------------------|
| CONTACT PERSON (PLEASE PRINT CLEARLY):   |          |     |          |             |            |                    |
| ***** THIS IS THE END OF RFQ LBS10081 ***** TOTAL:                                       |          |     |          |             |            | <u>\$53,342.64</u> |
| Bid in accordance with PerkinElmer Health Sciences, Inc. Quotations # 20342556 attached. |          |     |          |             |            |                    |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**SPECIFICATIONS AND REQUIREMENTS:**

The Environmental Chemistry Laboratory section of the Office of Laboratory Services is requesting to purchase a Gas Chromatograph – Mass Spectrometer (GC-MS) instrument to analyze for Trihalomethanes (THMs) and Volatile Organic Chemicals (VOCs).

1. A GC-MS instrument is needed to analyze THMs and VOCs in drinking water to fulfill requirements of United States Environmental Protection Agency (EPA) regulations for compliance monitoring of public water systems. Compliance monitoring testing is a requirement of a State's Principal State Laboratory mandated, under federal code at 40 CFR 142.10(b)(4) for the state to maintain Primacy over its Drinking Water Program. The instrument will also serve the purpose of protecting public health by providing testing capabilities to private well owners. This instrument is to be installed for use by the Environmental Chemistry Laboratory located at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
2. This GC-MS instrument must be able to fulfill the requirements of United States Environmental Protection Agency (EPA) method 524.2 (1995, Revision 4.1) for THMs and VOCs, and the resolution and sensitivity capability must be able to meet or exceed the limits of detection and minimum reporting levels required for these regulated compounds as stipulated under the Federal Safe Drinking Water Act, and the Stage 2 Disinfection Byproduct Rule.
3. This GC-MS instrument must be fully automated for analysis with a system controller that is loaded with the necessary software. Vendor system controller software must be able to export data to the existing STARLIMS (Version 9) Laboratory Information Management System (LIMS).
4. This GC-MS instrument system controller software must be able to fulfill all of the analytical and quality control requirements stated in the EPA Method 524.2 (Rev. 4.1) as well as the pertinent requirements listed in Chapter IV of the EPA "Manual for the Certification of Laboratories Analyzing Drinking Water, Fifth edition, January 2005", for the analysis of THMs and VOCs in drinking water.
5. GC-MS Instrument must be fully compatible with a system software controlled autosampler that is a part of a Purge and Trap concentrator sampling system manufactured by OI Analytical. The autosampler is an OI Analytical Model 4551-A. The Purge and Trap is the OI Analytical Eclipse Model 4660. The OI Analytical autosampler and purge and trap have already been purchased.
6. The GC-MS instrument must come with a split/splitless capillary column injector compatible with the referenced purge and trap sampling interface.
7. The GC-MS instrument must come with a column for method 524.2 volatiles analysis.
8. The GC-MS instrument must come equipped with a quadrupole mass spectrometer.
9. The GC-MS instrument must be capable of mass scan rates at a minimum of 10,000 amu/sec

10. The GC-MS instrument must be capable of detecting a wide mass range at a minimum of 1.5-1000 amu.
11. The GC-MS instrument must come equipped with a 60 L/sec turbomolecular pump vacuum system, or better.
12. The GC-MS instrument system must operate on 110-120 V AC.

**Installation Requirements:**

1. Vendor must install the GC-MS Instrument system in the Environmental Chemistry Laboratory in the Elk Office Center building at 4710 Chimney Drive, Suite G, Charleston, WV 25302
2. At the time of the GC-MS instrument installation, Vendor must provide to the ECL Program Manager: All relevant system manuals for hardware components; system and application software documentation; a parts, supplies, accessories catalog.
3. Vendor must include all necessary cables and fittings and other costs for installation in the submitted bid price
4. Installation and on-site training must be completed within 90 days of delivery date.
5. **INSURANCE:** Prior to the issuance of a Purchase Order, the successful vendor shall furnish proof of commercial general liability insurance in a minimum amount of \$250,000 and also, proof of Workmens' Compensation Insurance coverage.

**Training Requirements:**

1. Vendor must provide, upon completion of installation, on-site training for Environmental Chemistry Laboratory personnel on the operation and user maintenance requirements of the GC-MS instrument system.
2. All costs incurred by the Vendor including travel, lodging, and living expenses necessary to provide this basic training shall be included in the bid price.

**Warranty Requirements:**

1. Vendor must include in the total price of the equipment at least 1-year factory warranty covering all system components
2. Vendor system controller software support must be included as part of one-year warranty
3. Warranty must include on-site service including labor, travel time, and expenses with a 72-hour on-site response time at no extra cost to maintain the specifications listed in this bid and the Vendor's product specifications.
4. Warranty must begin upon completion of installation.

**Delivery Requirements:**

1. The GC-MS instrument and its components must be shipped for "inside delivery" by freight delivery company and must be delivered within 90 days of receipt of order.



- 2 The GC-MS instrument and its components must be shipped "F.O B Destination" unless otherwise stated in quote by Vendor. Any shipping and handling requirements must be stated in Vendor's quote.


RFQ COST SHEET

Bidders shall provide a cost for the following:

|  |                     |
|--|---------------------|
| Gas Chromatograph – Mass Spectrometer (GC-MS)        | \$ <u>50,612.64</u> |
| On-Site User Training (at installation of equipment) | \$ <u>2,430.00</u>  |
| Freight/Shipping Charge                              | \$ <u>299.00</u>    |
| <b>Total Cost</b>                                    | \$ <u>53,342.64</u> |

The award will be made to the vendor with the lowest overall total cost of the equipment which meets all requested specifications and requirements. Payment will be made in arrears.

Bid in accordance with PerkinElmer Health Sciences, Inc.  
Quotations # 20342556 attached.

  
\_\_\_\_\_  
Vendor Signature

MARCH 8TH, 2010  
\_\_\_\_\_  
Date

Bid in accordance with PerkinElmer Health Sciences, Inc.  
Quotations # 20342556 attached.

RFQ No. LBS10081

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Perkin Elmer Health Sciences, Inc.

Authorized Signature: [Signature] Date: \_\_\_\_\_

State of Connecticut

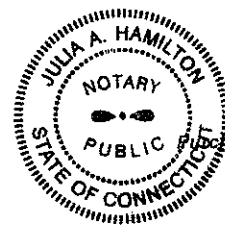
County of Fairfield, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of March, 2010.

My Commission expires August 31, 2013.

**AFFIX SEAL HERE**

NOTARY PUBLIC Julia A Hamilton



Julia A. Hamilton  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
August 31, 2013

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with West Virginia Code, §5A-3-37 (Does not apply to construction contracts) West Virginia Code §5A-3-37 provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference if applicable

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract on average at least 75% of the employees or Bidder's affiliate s or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces the reserves or the National Guard, if for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above which you are entitled to receive

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

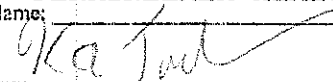
Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: **PERKINELMER HEALTH SCIENCES INC.**

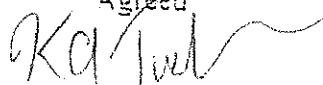
Signed: 

Title: **ASSISTANT SECRETARY**

Date: **MARCH 8TH, 2010**

ATTACHMENT  
 PO# LBS10081

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder

Agreed  
  
 \_\_\_\_\_ MARCH 8TH, 2010  
 Signature Date

ASSISTANT SECRETARY  
 \_\_\_\_\_  
 Title

PERKINELMER HEALTH SCIENCES INC.  
 \_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Agency/Division

PerkinElmer Health Sciences, Inc. recognizes WV as a sovereign state and agrees to be bound by the laws of WV. However, the State must be aware of the function and operation of the PerkinElmer warranty and remedies which the UCC requires to be clearly disclosed. It is not PerkinElmer's intent to usurp the WV rules and regulations of purchase but instead to supplement same. Submitted in accordance with PerkinElmer Health Sciences, Inc. Quotation # 20342556. In the event of a conflict between the two parties terms and conditions, the terms of the State of WV will prevail.

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole any bid
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services
6. Interest may be paid for late payment in accordance with the *West Virginia Code*
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F O B destination unless alternate shipping terms are clearly identified in the quotation
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid evaluation or award periods, except through the Purchasing Division is strictly prohibited (W.Va. C.S.R. §148-1-6.6)



**Quotation**

PerkinElmer Health Sciences Inc  
 710 Bridgeport Avenue  
 Shelton, CT 06484-4794

Phone: 1-800-762-4000  
 Fax: (203) 944-4914

To: STATE OF WEST VIRGINIA BID LBS1008  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASE DIVISION  
 2019 WASHINGTON STREET EAST  
 CHARLESTON WV 25302

QUOTE NO.: 20342556  
 QUOTE VALID TO: 05/08/2010  
 QUOTE DATE: 03/09/2010  
 PAY. TERMS: Due Upon Receipt  
 FREIGHT TERMS: FOB Factory - Prepay & Add  
 ULTIMATE DEST.: UNITED STATES OF AMERICA

TELEPHONE NO  
 FAX NO  
 YOUR REFERENCE

| ITEM | MATERIAL | DESCRIPTION  | QTY/EA | UNIT PRICE | TOTAL                   |
|------|----------|--|--------|------------|-------------------------|
| 1    | N6519580 | CLARUS 580 GC 120 VOLTS<br>Sales Discount<br>120 Volt Selection<br>N651000B GC w/PPC(No Autosamp)<br>Clarus 500 Gas Chromatograph with<br>Programmed Pneumatic Control (PPC) but<br>without integral liquid autosampler<br><br>N65110C0 Capillary with PPC<br>Channel A - Single capillary-column<br>injector with programmable pneumatic<br>control (PPC) and 1/16" male column<br>fittings<br><br>N6513010 Integral LINK Option<br>Integral LINK for Clarus 500 GC<br>Provides digital-to-digital connection<br>between the Clarus 500 GC and a<br>Totalchrom Chromatography Workstation.<br>Requires AutoSystem IPM for Clarus 500 GC | 1      | 13,170 00  | 13,170 00<br>4,214.40-  |
| 2    | N6658627 | CLARUS 560 S MS 120/230V (EI)<br>Sales Discount  | 1      | 54,600 00  | 54,600 00<br>17,472 00- |

SEND PURCHASE ORDERS TO:  
 PerkinElmer Health Sciences, Inc.  
 710 Bridgeport Ave.  
 Shelton, CT 06484-4794  
 Phone: 1-800-762-4000  
 Fax: (203) 944-4914

SALES REPRESENTATIVE: ROBERT STROYNE  
 PREPARED BY: Julieta Camacho





# Quotation

PerkinElmer Health Sciences Inc.  
710 Bridgeport Avenue  
Shelton, CT 06484-4794

Phone: 1-800-762-4000  
Fax: (203) 944-4914

To: STATE OF WEST VIRGINIA BID LBS1008  
DEPARIMENI OF ADMINISTRATION

QUOTE NO.: 20342556  
QUOTE VALID TO: 05/08/2010  
QUOTE DATE: 03/09/2010

| ITEM   | MATERIAL | DESCRIPTION   | QTY/EA | UNIT PRICE | TOTAL                 |
|--|----------|---|--------|------------|-----------------------|
| 3  | N6658613 | CONTROLLER 3 CLARUS 600 MS<br>Sales Discount<br>Clarus 600 Controller<br>Dell PC Tower with Windows XP, TurboMass software with customizable reporting, includes environmental and forensic reporting packages, and a 2nd network card for connection to existing network | 1      | 3,998 00   | 3,998 00<br>1,279 36- |
| 4  | 09406020 | MONITOR-24 INCH LCD (NON-AIO)   | 1      | 1,110 00   | 1,110 00              |
| 5  | N0200417 | TRAINING-TURBOMASS OPERATOR<br>New Inst Train Disc<br>4 day course conducted at a PerkinElmer Technical Center  | 1      | 2,370 00   | 2,370 00<br>2,370 00- |
| 6  | N9316653 | COL-ELITE VMS 60M 0 25MM 1 40UM<br>Sales Discount   | 1      | 1,030 00   | 1,030 00<br>329 60-   |
| 7  | N0207282 | On-Site Training - GC (Per Day)<br>New Inst Train Disc  | 1      | 2,700 00   | 2,700 00<br>270 00-   |
| Freight/Handling:  |          |   |        |            | 299 00                |
| Total Net Price in USD:  |          |   |        |            | 53,341 64             |
| <p><b>Customized Financing Solutions</b> are available - We offer competitive rates with a wide range of structures to assist in acquiring your PerkinElmer technology - Speak to your Sales Engineer today or call us at 1-800-559-2755 ext 69608</p> <p>The amount displayed does not include tax or freight charges.<br/>These charges will be added to the invoice if applicable</p> <p>*</p> <p>Includes installation and one year warranty (parts, labor and travel)</p> <p>*</p> <p>Estimated delivery: 7 weeks after receipt of order</p> <p>*</p> <p>Terms subject to credit approval</p> |          |   |        |            |                       |



# Quotation

PerkinElmer Health Sciences Inc  
710 Bridgeport Avenue  
Shelton, CT 06484-4794

Phone: 1-800-762-4000  
Fax: (203) 944-4914

To: STATE OF WEST VIRGINIA BID LBS1008  
DEPARTMENT OF ADMINISTRATION

QUOTE NO : 20342556  
QUOTE VALID TO: 05/08/2010  
QUOTE DATE: 03/09/2010

| ITEM   | MATERIAL | DESCRIPTION | QTY/EA | UNIT PRICE | TOTAL |
|--|----------|-------------|--------|------------|-------|
| <p data-bbox="239 577 834 661"><i>Robert Stroyne / Yes</i></p> <p data-bbox="239 646 426 672">ROBERT STROYNE</p> |          |             |        |            |       |

**PERKINELMER LAS, INC.**  
**STANDARD TERMS AND CONDITIONS OF SALE**

**1 Delivery Dates and Prices**

- a) All delivery and shipment dates indicated on the face hereof are approximate and subject to Seller's availability schedule. Seller will make reasonable efforts to meet the delivery date(s) quoted. However, Seller will not be liable for its failure to meet the quoted delivery dates or for any delay in performance hereunder due to unforeseen circumstances or shortages, due to causes beyond its control, or due to its voluntary or mandatory compliance with any governmental act, regulation, or request. If, by reason of such circumstances, Seller's supplies of the equipment or service (hereinafter the "Product(s)") covered hereby are limited, Seller shall have the right to allocate the available supply among its customers in such manner as it, in its sole discretion, determines appropriate
- b) All orders are priced on the basis of an estimated shipment date within ninety (90) days of the date of order to the stated destination. Should Buyer request a change in the estimated shipment date or otherwise cause delay in delivery beyond ninety (90) days from the date of order or request that the Products be shipped outside the country of original delivery, the prices established by this quote shall no longer apply, and Seller's list prices in effect on the actual date of shipment shall be used in determining the price to be paid. Except as provided above, if the price is stated by reference to a published price list, then the price shall be the price on the published price list in effect at the time Seller receives Buyer's purchase order, without regard to the requested delivery date. However, if any Product is ordered prior to the effective date of a published price change and the delivery date is rescheduled, the price in effect at the time of the initial delivery date shall apply.
- c) If Buyer requests shipment to a country other than the country originally requested, and if Seller elects not to cancel the order pursuant to Paragraph 12 hereof, Seller's applicable surcharge for the actual country of delivery shall be added to the price
- d) Notwithstanding any provision to the contrary herein, all prices are subject to increase without notice to reflect changes in: (1) Federal or State laws taxing raw material or processed materials; (2) applicable laws or regulations governing working hours or compensation of labor; and/or (3) freight charges, insurance costs, duty or other factors affecting costs of shipment

**2 Packing and Loss or Damage in Transit.** Products will be packed for shipment in a manner suitable to the method of shipment specified by Buyer, or to the method selected by Seller in the absence of instructions. Unless otherwise indicated on the face hereof, all sales hereunder are f.o.b. shipping point, and all risk of loss or damage to equipment in transit is upon Buyer. Payment will be made in accordance with Paragraph 5 below

**3 Payment Due For Partial Deliveries.** Seller may, in its sole discretion, deliver any portion of the Products ordered, regardless of utility to Buyer in the absence of the undelivered portion, and all such partial deliveries shall be accepted and paid for in accordance with the terms of Paragraphs 4 and 5 below. Likewise, completion of any installation services shall not be a condition to Buyer's obligation to remit payment. The making of a partial delivery that, to any extent, is not in accordance with the contract of sale shall not affect the Buyer's obligation hereunder to remit payment.

**4 Inspection, Acceptance and Return of Products or Trade-Ins.** Buyer shall inspect the Products immediately upon receipt and shall, within five (5) business days after receipt, give written notice to Seller of any claim for shortage or that the Products do not conform with the terms of the contract of sale. If Buyer shall fail to give such notice, the Products shall be deemed accepted and to conform with the terms of the contract of sale, and Buyer shall be bound to pay for the Products in accordance with the terms of Paragraph 5 below. Return of Products, defective or otherwise, will not be accepted by Seller without (i) written notification from Buyer to Seller within 30 days of receipt of invoice and (ii)

receipt of a return authorization number from Seller. Products authorized to be returned shall be shipped f.o.b. destination, freight pre-paid. When return of nonconforming goods has been accepted by Seller, conforming shipment may be made in accordance with Paragraph 1 above and Paragraph 8 below without further liability on Seller's part. Buyer will be liable for restocking charges in the event Products are returned to the Seller which are not defective and are in accordance with these terms. When a trade-in is authorized by Seller, Buyer shall ship, f.o.b. destination, freight pre-paid, the material or equipment so authorized for trade-in, to Seller's specified location.

- 5 Payment and Credit Terms.** Unless otherwise indicated on the face hereof, Buyer agrees to remit payment in full to the address provided on the face of Seller's invoice for all shipments, including shipments of any portion of the Products ordered, upon receipt of invoice. This obligation shall not be contingent upon the completion of any installation services included in the purchase price. No cash discounts will be granted. Account balances not paid in accordance with these terms are subject to the maximum prevailing legal interest rate calculated from date of delinquency. In the event Seller finds it necessary to refer an account to an attorney or an agent for collection of delinquent accounts, Buyer shall pay all costs of collection including, without limitation, reasonable attorneys' fees. Buyer agrees that Seller shall retain a security interest in the Products sold hereunder to secure any portion of the price not paid on delivery and will, on request, execute a security agreement in such form as is required by Seller, which, at Seller's option, may be filed with appropriate local, state, or other relevant authorities. Should Buyer become delinquent in the payment of any sum due hereunder, or if Buyer becomes insolvent, or if any proceedings are commenced under any bankruptcy or similar laws for Buyer's reorganization or other debt adjustment, Seller will not be obligated to continue performance. Seller reserves the right to change the credit terms provided herein when, in Seller's opinion, the financial condition or previous payment record of Buyer so warrants. If, within thirty (30) days of receipt of written notice of such change, Buyer fails to agree and comply with different terms of credit, and/or fails to give adequate assurance of due performance, Seller may (a) by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of the portion of the purchase order not then fully performed, whereupon Seller may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable; or (b) make shipments under reservation of a demand for advance payment or payment against tender of documents of title. Buyer's acceptance of delivery of any Products shall constitute a representation that Buyer is solvent.
- 6 Taxes.** Buyer is responsible for the ultimate payment of all taxes which may be assessed or levied on or on account of Products sold hereunder to Buyer, whether termed a gross receipts tax, use tax, property tax, sales tax or otherwise. Where Buyer claims that a transaction is not subject to any such tax, that Buyer is exempt, or that Seller is not required to collect such tax, Buyer agrees to provide Seller with any documentation necessary to support such a claim, to allow Seller to document its decision not to collect such tax(es), and to indemnify and hold Seller harmless from and against any and all fines, penalties, interest, taxes, and other expenses, including, without limitation, reasonable attorney's fees, incurred by Seller as a result of reliance upon Buyer's position.
- 7. Installation and Site Preparation.** Installation services are included in the purchase price of the Products sold hereunder only if expressly so stated on the face of Seller's quotation or in Seller's applicable price list. Installation services for Products transferred outside the country of original delivery by Buyer's actions may be subject to additional charges based on the actual installation site location. For Products requiring installation by Seller's service personnel, it is the responsibility of Buyer to prepare the site environmentally and provide the required services, power, water, drain, air, bottled gases, permits, licenses, approvals, etc., as well as whatever is required to uncrate and transport the Product to its appropriate location for use. Failure to do so, prior to Seller's service personnel arriving at Buyer's site on the mutually agreed upon installation date, will result in a service charge by Seller to cover the lost time of its service personnel. Should Seller be unable to perform the required installation services within twelve months of a Product's shipment date as a result of Buyer's inability to prepare the site as required, Buyer may be responsible for additional costs associated with required hardware, software and firmware updates. Because Seller's service personnel may be required to enter upon Buyer's premises for the purpose of providing service to the Products sold hereunder, Buyer hereby undertakes to maintain its premises in a safe condition and to comply with all

applicable laws, statutes and regulations governing workplace health and safety, and hereby accepts full responsibility for any harm or injury to, or liability arising from work performed by, Seller's personnel while on Buyer's premises, except to the extent caused solely by the gross negligence or willful misconduct of Seller's personnel. Seller's sales and service personnel are not authorized to enter into any indemnity or hold harmless agreements on behalf of Seller

## 8 Limited Warranty.

### a) Warranty

- i) Seller warrants to Buyer that the Products sold to Buyer are, at the time of shipment to Buyer from Seller, free from defects in materials and workmanship.
- ii) This warranty shall be valid for a period of 90 days from the date of shipment to Buyer, unless a different period is specified herein, or in Seller's applicable price list in which case such specified period shall apply. Notwithstanding anything to the contrary contained herein, the warranty period for data processing equipment, including data storage devices, processors, printers, terminals, communication interfaces, tape drives and all similar devices, is in all cases limited to ninety (90) days from the date of shipment to Buyer.
- iii) Except in the case of an authorized distributor of Seller, authorized in writing by Seller to extend this warranty to distributor's customers, the warranty herein applies only to Buyer as the original purchaser from Seller and may not be assigned, sold or otherwise transferred to any third party.
- iv) As Buyer's sole and exclusive remedy under this warranty, Seller agrees either to repair or replace, at Seller's sole option, any part or parts of such Products which, under proper and normal conditions of use, prove(s) to be defective within the applicable warranty period. Alternatively, Seller may at any time, in its sole discretion, elect to discharge its warranty obligation hereunder by accepting the return of any defective Product pursuant to the terms set forth herein and refunding the purchase price paid by Buyer.

### b) Exclusions and Limitations.

- i) It is recognized that some parts by their nature may not function for the warranty period applicable to the Product. Therefore, expressly excluded from the warranty herein are chromatography columns, filaments, energy sources, lamps, power amplifier tubes, graphite tubes, sample cell holders, burner and furnace chambers, nebulizers, and other similar parts referenced in the Product's applicable operating manual.
- ii) The warranty herein excludes any equipment or accessories which are identified on applicable price lists, quotations, special promotional materials, or on the face hereof, for which this limited warranty may be further limited. Included within this category are items produced by third party manufacturers (as to which Seller passes to Buyer the warranty it has been provided by the manufacturer) and items which are sold at specially reduced prices with reduced warranty protection (in some cases, extended warranty protection may be available at an increased price).
- iii) This warranty does not cover loss, damage, or defects resulting from: transportation to the Buyer's facility, improper or inadequate maintenance by Buyer, Buyer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the Product or improper site preparation or maintenance.
- iv) No warranty is made with respect to used, reconstructed, refurbished or previously owned Products, which will be so marked on the face hereof and, unless otherwise indicated on the face hereof, shall be sold "As Is".
- v) The warranty herein applies only to Products within the country of original delivery. Products transferred outside the country of original delivery, either by Seller at the direction of Buyer or by Buyer's actions subsequent to delivery, may be subject to additional charges prior to warranty repair or replacement of such Products based on the actual location of such Products and Seller's warranty and/or service surcharges for such location(s).

- c) **Place of Service** Except when otherwise provided in Seller's current applicable price list, Seller shall use reasonable efforts to perform all warranty services hereunder at Buyer's facility, as soon as reasonably practicable after notification by Buyer of a possible defect; provided, however, that Seller reserves the right to require that Buyer return the Product to Seller's production facility, transportation charges prepaid, when necessary to provide proper warranty service.
- d) **Software and Firmware Products** The sole and exclusive warranty applicable to software and firmware products provided by Seller for use with a processor is as follows: Seller warrants that such software and firmware will conform to Seller's program manuals current at the time of shipment to Buyer when properly installed on the processor, provided, however, that Seller does not warrant that the operation of the processor or software or firmware will be uninterrupted or error-free.

SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

#### **9 Exclusive Remedies.**

THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, SERVICE OR USE OF THE PRODUCTS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, SERVICE OR USE OF THE PRODUCTS

#### **10. Patent Indemnity.**

Seller agrees to defend, at its own expense, any suit or legal proceeding which may be brought against Buyer alleging infringement by Buyer of any patent of the United States, as a result of Buyer's use of the Product sold hereunder for its intended purposes, provided that Buyer shall give Seller prompt written notice of any claim, threat, or institution of any such suit or legal proceeding, and provided further that Seller shall then have the sole right to control and conduct the defense and/or settlement of such claim, threat, suit or legal proceeding, either in the name of Seller or Buyer or both, and Buyer shall, at Seller's request and expense, provide relevant information and reasonable cooperation. Seller shall pay all final judgments and all costs and attorney's fees assessed against Buyer in any such suit or legal proceeding, provided Buyer has complied with the conditions hereof with respect to prompt notice and cooperation in connection with such suit or legal proceeding and given exclusive control thereof to Seller. Notwithstanding the foregoing, Seller shall not be liable for any attorney's fees or other legal expenses incurred by Buyer without the knowledge and prior written consent of Seller. Seller shall have the right, at its own expense, to procure for Buyer the right to continue using the Product claimed to infringe, replace said Product with an equally satisfactory non-infringing Product, modify said Product so that it becomes non-infringing, or remove such Product and refund the purchase price thereof less a reasonable amount for use, damage or obsolescence

The foregoing indemnity fully defines Seller's obligation for patent infringement. Such obligations shall specifically not apply to:

- a) an infringement claim resulting from additions or changes in or to the Product made by Buyer or any third party or from use in combination with other equipment; or
- b) an infringement claim which is settled without the prior written consent of Seller; or
- c) an infringement claim which results from compliance by Seller with specifications furnished by Buyer

The total amount of Seller's obligation and liability under this Section shall not exceed the price paid by Buyer to Seller for the Product held to infringe, and in no event will Seller be held accountable for consequential damages under this indemnity, such as loss of business profits or goodwill. With respect to any infringement claim arising from Product manufactured in whole or in part to Buyer's specifications or from use of such Product in conjunction with any other goods, Buyer will indemnify and hold harmless Seller from and against all such claims for damages or profits arising from infringement of patents, designs, copyrights or trademarks.

#### **11. Modification of Terms.**

BUYER'S ACCEPTANCE OF ANY QUOTATION IS EXPRESSLY SUBJECT TO BUYER'S ASSENT TO EACH AND ALL OF THE TERMS AND CONDITIONS SET FORTH IN SELLER'S QUOTATION, AND BUYER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE SHALL BE CONCLUSIVELY PRESUMED FROM BUYER'S SUBMISSION OF ITS PURCHASE ORDER. NO ADDITION TO OR MODIFICATION OF SAID TERMS AND CONDITIONS SHALL BE BINDING UPON SELLER UNLESS SPECIFICALLY AGREED TO BY SELLER IN WRITING. IF BUYER'S PURCHASE ORDER OR OTHER CORRESPONDENCE CONTAINS TERMS OR CONDITIONS CONTRARY TO OR IN ADDITION TO THE TERMS AND CONDITIONS CONTAINED HEREIN OR IN SELLER'S QUOTATION, ACCEPTANCE OF ANY ORDER BY SELLER SHALL NOT BE CONSTRUED AS ASSENT TO SUCH CONTRARY OR ADDITIONAL TERMS AND CONDITIONS OR CONSTITUTE A WAIVER BY SELLER OF ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN OR IN SELLER'S QUOTATION. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS. NO MODIFICATION OR WAIVER OF THESE TERMS AND CONDITIONS IS VALID, UNLESS CONFIRMED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

#### **12 Authority to Export.**

ALL ORDERS ACCEPTED FOR EXPORT (AND/OR RE-EXPORT) ARE SUBJECT TO: 1) UNITED STATES GOVERNMENT EXPORT REGULATIONS; AND 2) BUYER PROVIDING SELLER WITH ALL DOCUMENTATION NECESSARY FOR SHIPMENT TO THE DESTINATION COUNTRY

#### **13 Software Licenses and Copyrighted Material.**

- a) Seller provides software products by license only. The terms of the license are available from Seller and are deemed accepted by Buyer on delivery of licensed software
- b) Unless otherwise specified, Seller's copyrighted material (software, firmware, and printed documentation) may not be copied except for archive purposes, to replace a defective copy, or for program error verification by Buyer.

#### **14 Miscellaneous.**

- a) **Excusable Delays.** Seller shall not be liable for delays in delivery or failure to manufacture or deliver goods due to acts of God, acts or failures to act of Buyer, acts of civil military authority, fires, strikes, floods, epidemics, attack, war, delays in transportation or other causes beyond Seller's reasonable control, including, without limitation, delays in obtaining or inability to obtain necessary labor, materials, components, or manufacturing facilities.
- b) **Governing Law.** The contract of sale shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without regard to its principles of conflict of laws. Any disputes relating to the contract of sale between Buyer and Seller shall be adjudicated in the state or federal courts in the Commonwealth of Massachusetts, U.S.A., and both parties hereby consent to the exclusive jurisdiction of said courts for purposes of any such litigation. The parties expressly agree to waive application of the United Nations Convention on Contracts for the International Sale of Goods.

- c) Confidential Data and Information If, in connection with the sale, purchase, use, or maintenance of the Products, Seller is requested, required, or deems it advisable to furnish data or information which it, in its sole discretion, deems proprietary, confidential, or both, Seller shall not, in any event, submit or be required to furnish such data or information unless Buyer enters into an agreement concerning the handling, use, copying, retention and return of such information, the form of which agreement is available to Buyer on request. Seller does not agree to accept any proprietary or confidential information of Buyer in the absence of such a written agreement signed by an authorized representative of Seller.
- d) Assignment Buyer may not assign, transfer or delegate any of its rights or obligations herein without the prior written consent of Seller, and any purported assignment of such rights or obligations without such consent shall be null and void
- e) Severability If any provision herein is deemed unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect as if the unenforceable provision had not been included.



# **Response to bid Specifications and Requirements for LBS10081**

## **Gas Chromatograph-Mass Spectrometer**

### **Specification and Requirements:**

1. The Clarus 560S GC/MS is fully capable of performing the tests required for THMs and VOCs in your laboratory and will be installed at the Environmental Chemistry Laboratory at 4710 Chimney Drive, Suite G, Charleston, WV. 25302.
2. The Clarus 560S GC/MS is fully compatible with EPA method 524.2 and is able to meet the limits of detection for your methods.
3. The Clarus 560S GC/MS is fully automated with a system controller that is loaded with the TurboMass GC/MS Software. This software is capable of outputting the data in an Excel format which can be ported into virtually any LIMS, including STARLIMS.
4. The TurboMass Software is able to fulfill the analytical and quality control requirements stated in EPA Method 524.2 (rev 4.1)The Data system has full Quality Control capability using EPA CLP-like reporting.
5. The Clarus 560S is compatible with all Purge and Trap concentrator and autosampler units on the market including the 4551-A and 4660 from OI.
6. The GC includes a Split/Splitless Capillary Injector and is compatible with a purge and trap interface.
7. The correct column for method 524.2 is included on the quotation.
8. The Clarus 560S is a quadrupole mass spectrometer
9. The Clarus 560S exceeds this scan specification at 12,500 amu/sec
10. The Clarus 560S has a mass range of 1-1200 AMU.
11. The Clarus 560S has a 75/L-sec turbo pump.
12. The Clarus 600T operates on 110-120 VAC.

### **Installation Requirements:**

1. The system will be installed in the Charleston location as per your request.
2. All documentation ships with the instrument and will be made available to the ECL Program Manager.
3. All fittings, cables, and charges are included with the system or are on the bid response.
4. Installation and on-site training will be completed within 90 days of the delivery date.
5. All insurance information will be provided as per your request.

**Training Requirements:**

1. On-site training for operation and user maintenance is part of the installation and included with all PerkinElmer Instruments.
2. All costs for the above on-site training are included in the price. In addition, a 4-day advanced GC/MS training course is included on the bid response at no charge should you wish to take advantage of our *off*-site training

**Warranty Requirements:**

1. One-year warranty that covers all system components is included in the price of the instrument.
2. Software coverage is included in the standard one-year warranty and in any subsequent service agreements.
3. Warranty includes on-site coverage of labor, travel, and expenses and a 72 hour on-site response at no additional charge to maintain the specifications listed in this bid and the vendor's product specifications.
4. Warranty will begin at completion of the installation.

**Delivery Requirements:**

1. Inside delivery is quoted and will be delivered within 90 days of receipt of order.
2. F.O B. Destination including shipping and handling is quoted.