



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 6

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 569939

Procurement Type: Central Purchase Order

Vendor ID: 000000166228

Legal Name: AB SCIEX LLC

Alias/DBA:

Total Bid: \$329,420.98

Response Date: 04/24/2019

Response Time: 11:38

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR1900000018

Published Date: 4/18/19

Close Date: 4/26/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 1 Triple Quad
LC/MS/MS

Total of Header Attachments: 6

Total of All Attachments: 6



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 569939
Solicitation Description : Addendum No. 1 Triple Quad LC/MS/MS
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-04-26 13:30:00	SR 1400 ESR04241900000004906	1

VENDOR
000000166228 AB SCIEX LLC

Solicitation Number: CRFQ 1400 AGR1900000018

Total Bid : \$329,420.98 **Response Date:** 2019-04-24 **Response Time:** 11:38:30

Comments:

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature on File	FEIN #	DATE
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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	LC/MS/MS, Workstation PC, Software, Printer, nitrogen	1.00000	EA	\$323,375.020000	\$323,375.02

Comm Code	Manufacturer	Specification	Model #
41100000			

Extended Description : generator, uninterrupted power supply, specific test methods per section 3.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	shipping charges & inside delivery	1.00000	EA	\$4,042.770000	\$4,042.77

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description : Shipping charges & inside delivery per section 3.1.6

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Installation/validation	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description : Installation/Validation per section 3.1.6

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Training/warranty	1.00000	EA	\$2,003.190000	\$2,003.19

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description : Training/Warranty per section 3.1.6

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Service	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :	Service per section 3.1.6
-------------------------------	---------------------------

24 April 2019

Melissa Pettrey
2019 Washington Street East
Purchasing Divison
Post Office Box 50130
Charleston, WV 25305-0130

Subject: AB SCIEX response to the West Virginia Dept of Agriculture CRFQ 1400 AGR1900000018

Reference: West Virginia Dept of Agriculture CRFQ 1400 AGR1900000018

Enclosures: 1. Sciex Complete Response for West Virginia Dept of Agriculture
2. Sciex Quote # 11022196
3. Sciex Exceptions to General Terms and Conditions
4. AB SCIEX Scope of Services Terms and Conditions
5. AB SCIEX Service Terms and Conditions

Dear Ms. Pettrey,

AB Sciex, LLC ('Sciex') thanks you for the opportunity to provide a complete solution to your testing needs.

Sciex has extensive success and visibility in the well-established Cannabis testing regions of California, Oregon, Washington, Colorado as well as recently added Canada where sensitivity robustness, and proven experience is essential.

Our specifications are second to none; Sciex has a proven and verified cannabis/Hemp method that has been conducted in cannabis matrix to reach desired detection limits, not simply an adjusted Limit of Detection (LOD) based on any calculation. Our proven Turbo V source is robust enough to be able to run samples continuously for 6 months with just normal maintenance without breaking vacuum. You may contact the following to satisfy that requirement:

Molecular Science Labs Corp
Phone: 647-883-3961

Mauro Aiello

email: maiello@mscience.ca

Bona Fides Laboratory
Phone: 303-292-0221

David Mathis

email: dmathis@bonafideslab.com

Our highly patented Turbo V source design actively removes matrix allowing the longest uptimes in the industry. It also keeps your optics cleaner so the need for 2 Preventive Maintenance visits in your first year of warranty is not necessary.

Within the Enclosed Quote, the additional PM dictated as a requirement of the solicitation is listed as an option, not included in the total price. It is not necessary for system functionality.

Clarifications or exceptions to the Standard Terms and Conditions of Purchase

SCIEX received the response to our submitted question regarding proposing alternate terms. Per that response, we were reminded that change to a mandatory requirement would result in automatic disqualification. We have provided requested revisions to the General Terms and Conditions within Enclosure 2. We believe that our requested changes align with this direction, but in the event the State determines any of these are in violation, please allow us to retract or correct.

AB Sciex is doing business as SCIEX.

© 2017 AB Sciex. For Research Use Only. Not for use in diagnostic procedures. The trademarks mentioned herein are the property of AB Sciex Pte. Ltd. or their respective owners. AB SCIEX™ is being used under license.

The changes include an addition of a limitation of liability. As the RFQ is for general and broad use, it doesn't include many of the terms (warranty, EULA's and services performance levels) expected in the sales of our instrumentation and provided to all our customers generally, without which leaves much ambiguity as to how we shall operate under this Contract and the rights, obligations and restrictions of both parties under it.

If any of these proposed modifications and exceptions present a problem to the State, please notify us at your earliest opportunity—we are also amenable to other conditions. We emphasize that these proposed modifications and exceptions are intended to be negotiable, and are not a firm or fixed condition of our offer.

Thank you for allowing us to participate in this opportunity, for your review of our response, and consideration of Sciex as a potential supplier.

For technical questions or questions about pricing, please contact your sales representative, David Brokaw at (734) 707-6429 or david.brokaw@sciex.com. For any administrative or contractual issues, please feel free to the undersigned.

Sincerely,



John Bonema
Sr. Bid/Contract Specialist
salesbids@sciex.com
D: 650.631.2687 C: 650.232.9809



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 569939

Doc Description: Addendum No. 1 Triple Quad LC/MS/MS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-18	2019-04-26 13:30:00	CRFQ 1400 AGR1900000018	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

AB Sciex, LLC
 1201 Radio Rd
 Redwood City, CA 94065
 650.631.2687

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN # 27-1082047

DATE

4-23-19

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

ADDITIONAL INFORMATION:

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Department of Agriculture to establish a contract for the one time purchase of a Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, nitrogen generator, uninterrupt power supply (UPS), specific test methods, shipping, installation, validation, warranty, training and service per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221		AUTHORIZED RECEIVER 304-558-2227	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION	
1900 KANAWHA BLVD E		313 GUS R DOUGLAS LN, BLDG 11	
CHARLESTON WV25305-0173		CHARLESTON WV 25312	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LC/MS/MS, Workstation PC, Software, Printer, nitrogen	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41100000			

Extended Description :
generator, uninterrupt power supply, specific test methods per section 3.1

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221		AUTHORIZED RECEIVER 304-558-2227	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES		AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION	
1900 KANAWHA BLVD E		313 GUS R DOUGLAS LN, BLDG 11	
CHARLESTON WV25305-0173		CHARLESTON WV 25312	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	shipping charges & inside delivery	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description :
Shipping charges & inside delivery per section 3.1.6

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation/validation	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :
Installation/Validation per section 3.1.6

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Training/warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :
Training/Warranty per section 3.1.6

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Service	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :
Service per section 3.1.6

AGR1900000018	Document Phase Final	Document Description Addendum No. 1 Triple Quad LC/MS/MS	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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


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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

AB Sciex, LLC

Company



Authorized Signature

4-23-19

Date

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



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 569939

Doc Description: Addendum No. 1 Triple Quad LC/MS/MS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-18	2019-04-26 13:30:00	CRFQ 1400 AGR1900000018	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

AB Sciex, LLC
 1201 Radio Rd
 Redwood City, CA 94065

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X *Frank King*

FEIN # 27-1082047

DATE 4-23-19

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

ADDITIONAL INFORMATION:

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.
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Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Department of Agriculture to establish a contract for the one time purchase of a Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, nitrogen generator, uninterrupted power supply (UPS), specific test methods, shipping, installation, validation, warranty, training and service per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LC/MS/MS, Workstation PC, Software, Printer, nitrogen	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41100000			

Extended Description :

generator, uninterrupted power supply, specific test methods
per section 3.1

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	shipping charges & inside delivery	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description :

Shipping charges & inside delivery per section 3.1.6

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation/validation	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :
 Installation/Validation per section 3.1.6

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Training/warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :
 Training/Warranty per section 3.1.6

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Service	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :
Service per section 3.1.6

SOLICITATION NUMBER: AGR1900000018

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as AGR1900000018 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To publish Vendor questions and Agency responses.
2. Bid opening remains 04/26/2019 @ 1:30 P.M.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Q1. Bid Instructions:

11. EXCEPTIONS AND CLARIFICATIONS states that a Vendor can submit exceptions and clarifications to the specifications of the contractual agreement and also states that submission of such may be grounds for disqualification.

As part of a Vendor's Bid Package submission, we would like to request a few additions/ edits to the State's terms and conditions, without being disqualified. Would the State consider without disqualification, a request to include the vendors standard terms of service (if you need them), reference to the commercial EULA's included by clickwrap, the manufacturer's commercial warranty as the governing warranty and in addition to the State's, and a commercially reasonable limitation of liability for (i) consequential damages, (ii) indemnification for direct damages for personal injury and death or persons, and damage to property and (iii) IP infringement for the manufacture and state of subject products and reasonable remedies?

We will provide the details of these requested changes in our submission but seek your approval in advance as to concept.

A1. Vendor must include any exceptions to terms and conditions in its bid. Should any exception be deemed to violate a mandatory requirement of the solicitation Vendor's proposal will be disqualified

Q2. Line item 3.1.1.19

For minimal tuning during method development and minimal maintenance of the ion path, the LC/MS/MS will require hot source induced desolvation interface to the mass analyzer by patented Larmnar Flow Ion Guide using gas flow. Submit evidence of instrument use with cannabis for at least 6 months without matrix induced cleaning and maintenance

With evidence of 6 months operation without matrix induced cleaning and maintenance, will a reference lab name and contact information suffice to show evidence that they have been running for over six months without maintenance?

Also, does the reference to no matrix induced cleaning and maintenance include routine source cleaning without breaking vacuum or the need to recalibrate? Please elaborate what can and cannot be included.

A2. Yes.

Yes, must submit evidence to support your instruments ruggedness and stability that satisfies the question.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR1900000018

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(Check the box next to each addendum received)

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AB Sciex, LLC

Company



Authorized Signature

4-23-19

Date

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



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 569939

Doc Description: Triple Quad LC/MS/MS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-12	2019-04-26 13:30:00	CRFQ 1400 AGR1900000018	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

AB Sciex, LLC
 1201 Radio Rd
 Redwood City, CA 94065
 650.631.2687

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN # 27-1082047

DATE

4-23-19

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

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INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LC/MS/MS, Workstation PC, Software, Printer, nitrogen	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41100000			

Extended Description :

generator, uninterrupted power supply, specific test methods
per section 3.1

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PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	shipping charges & inside delivery	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description :

Shipping charges & inside delivery per section 3.1.6

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation/validation	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :

Installation/Validation per section 3.1.6

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Training/warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :

Training/Warranty per section 3.1.6

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Service	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :
Service per section 3.1.6

AGR190000018	Document Phase Final	Document Description Triple Quad LC/MS/MS	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 13 -- Equipment

Proc Folder: 569938

Doc Description: Triple Quad LC/MS/MS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2019-04-12	2019-04-28 13:30:00	CRFQ	1400 AGR1900000018	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

AB Sciex, LLC
 1201 Radio Rd
 Redwood City, CA 94065
 650.631.2687

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN # 27-1082047

DATE 4-23-19

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

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Department of Agriculture to establish a contract for the one time purchase of a Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, nitrogen generator, uninterrupt power supply (UPS), specific test methods, shipping, installation, validation, warranty, training and service per the bid requirements, specifications, terms and conditions attached to this solicitation.

BUYER TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LC/MS/MS, Workstation PC, Software, Printer, nitrogen	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41100000			

Extended Description :
generator, uninterrupt power supply, specific test methods
per section 3.1

BUYER TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	shipping charges & inside delivery	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121803			

Extended Description :
Shipping charges & inside delivery per section 3.1.6

INVOICE TO		BILL TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation/validation	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :
 Installation/Validation per section 3.1.6

INVOICE TO		BILL TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Training/warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :
 Training/Warranty per section 3.1.6

INVOICE TO		BILL TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Service	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73171605			

Extended Description :
Service per section 3.1.6

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 04/17/2019 @ 3:00 P.M. EDT

**Submit Questions to: Melissa Pettrey, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: melissa.k.pettrey@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 electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: CRFQ AGR1900000018
BUYER: Melissa Pettre, Senior Buyer
SOLICITATION NO.:
BID OPENING DATE: 04/26/2019
BID OPENING TIME: 1:30 P.M. EDT
FAX NUMBER: 304-558-3970

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. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 04/26/2019 @ 1:30 P.M. 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 Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should 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:
<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. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: **Initial Contract Term:** This Contract becomes effective on _____ and extends for a period of _____ year(s).

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

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

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

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

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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): 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.

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.

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.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment 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 a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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 prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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 and must include the State as an additional insured on each policy 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 or not 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: \$100,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- 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.
-
-
-
-

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. [Reserved]

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

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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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 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.

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 with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 01/24/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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 of such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

43. 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.

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

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.

(Name, Title)
John Bonema Sr. Bid & Contract Specialist

(Printed Name and Title)
1201 Radio Rd Redwood City, CA 94065

(Address)
650.631.2687 / 800-343-1346

(Phone Number) / (Fax Number)
salesbids@sciex.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

AB Sciex, LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Freda Brinkley Director, Sales Admin & Customer Support

(Printed Name and Title of Authorized Representative)

4-23-19

(Date)

650 631 2648 / 800-343-1346

(Phone Number) (Fax Number)

**See Exceptions to General Terms and Conditions document provided within this submittal

REQUEST FOR QUOTATION
Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument

SPECIFICATIONS

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 one time purchase of a **Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, nitrogen generator, uninterrupted power supply (UPS), specific test methods, shipping, installation, validation, warranty, training and service.**

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means the LC/MS/MS with inside delivery, installation, validation, warranty, and training.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Validation”** means is the process used to confirm that the analytical procedure employed for a specific test or matrices is suitable for its intended use.
 - 2.5 **“Installation”** means unpacking and setting instrumentation in place with all connections secured for the instrument(s) to be in working order including software installation on the computer connected to the instrument.
 - 2.6 **“Warranty”** means the written warranty of the manufacturer of a new instrument of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under that warranty.
 - 2.7 **“Training”** means teaching staff how to use and maintain the instrument and software.
 - 2.8 **“Service”** means performing routine maintenance work or repair to the instrument or software.
 - 2.9 **“APCI”** means atmospheric pressure chemical ionization.
 - 2.10 **“ESI”** means electrospray.

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- 2.11 "FG" means femtogram.**
- 2.12 "LC/MS/MS" means Liquid Chromatography Triple Quadrupole Mass Spectrometer.**
- 2.13 "MRM" means multiple reactions monitoring.**
- 2.14 "MSMS" means tandem mass spectrometry.**
- 2.15 "SIM" means selected ion monitoring.**
- 2.16 "S/N" means signal to noise.**
- 2.17 "M/Z" means mass to charge ratio.**
- 2.18 "AMU" means Atomic mass unit.**
- 2.19 "DA/S" means Daltons per second.**
- 2.20 "UHPLC" means Ultra High-performance liquid chromatography.**
- 2.21 "SLPM" means standard liters per minute.**
- 2.22 "PSIG" means pounds per square inch gauge.**
- 2.23 "UPS" means uninterrupted power supply.**

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below for the **Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS), workstation PC, software, printer, nitrogen generator, uninterrupted power supply (UPS), specific test methods, shipping, installation, validation, warranty, training, and service.**

3.1.1 Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC/MS/MS)

- 3.1.1.1 Must be capable of detecting a variety of analytes including pesticides, herbicides, toxins, drugs in matrices such as foods, soil, vegetation (including hemp), animal feed, and water.**

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Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument

- 3.1.1.2 The system provided must be capable of analyzing the list of pesticides from the Cannabis and hemp pesticide lists from Oregon and California. See 3.1.4.2
- 3.1.1.3 MSMS must have dual ion sources that operate independently which can be set to electrospray ionization (ESI) or atmospheric pressure chemical ionization (APCI). The instrument must enable combinations such as ESI/APCI, ESI/ESI, APCI/APCI with the same or opposite polarities without having to remove the sources to switch modes.
- 3.1.1.4 Minimum sensitivity requirement for positive ion mode: signal/noise (S/N) 2000:1 25 femtograms (fg) of reserpine on column. Minimum sensitivity requirement for negative ion mode: signal/noise (S/N)>2000:1, 25 femtograms (fg) of chloramphenicol on column.
- 3.1.1.5 The source probes must be easy to remove without the use of tools.
- 3.1.1.6 Ion source must have flat response across flow rate up to 3 milliliters per minute without loss of sensitivity.
- 3.1.1.7 Capable of switching between rapidly between positive and negative ion detection without high voltage switching.
- 3.1.1.8 Acquisition modes: Q1 scan, Q2 scan, multiple reactions monitoring (MRM), selected ion monitoring (SIM), Neutral Loss scans, Product Ion, Precursor Ion, Time managed MRM
- 3.1.1.9 Minimum mass range requirement: 5-1500 mass to charge ratio (m/z)
- 3.1.1.10 Mass stability required: 0.05 atomic mass unit (amu) in 24 hours
- 3.1.1.11 Mass accuracy needed: minimum 0.1 unit across mass range
- 3.1.1.12 Scan speed: $\leq 30,000$ daltons per second (da/s)
- 3.1.1.13 Quad resolution: unit, low and high, minimal sensitivity loss at 0.1 Daltons resolutions
- 3.1.1.14 Polarity switching time: ≤ 15 milliseconds
- 3.1.1.15 Dynamic range: 6 orders
- 3.1.1.16 Minimum multiple reactions monitoring (MRM) Dwell Time: 1 millisecond
- 3.1.1.17 MRM transitions: 450 per time segment > 40,000 ion transactions per method
- 3.1.1.18 Must have high selectivity mass filter at 0.3 Daltons. Signal loss must not be more than 10%.

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- 3.1.1.19 For minimal tuning during method development and minimal maintenance of the ion path, the LC/MS/MS will require hot source induced desolvation interface to the mass analyzer by patented Laminar Flow Ion Guide using gas flow. Submit evidence of instrument use with cannabis for at least 6 months without matrix induced cleaning and maintenance
 - 3.1.1.20 High performance liquid chromatograph capable of solvent and column switching without user intervention
 - 3.1.1.21 High performance liquid chromatograph capable of regulating column temperature of at least 2 different columns
 - 3.1.1.22 The UHPLC pump must have 18,000 psi capability and a flow rate to 5mL/minute.
 - 3.1.1.23 High performance liquid chromatograph with an autosampler
 - 3.1.1.24 The LC/MS/MS instrument must be fully automated for analysis with a system controller that is loaded with the necessary software that can perform instrument diagnostics, monitor all operating and electrical parameters, and allow remote tuning capability in real time.
 - 3.1.1.25 The LC/MS/MS must include a maintenance kit.
 - 3.1.1.26 Vendor must provide documentation for recommended environmental conditions, electrical requirements, gas requirements, or any other factor that would affect instrument performance.
- 3.1.2 Nitrogen generator**
- 3.1.2.1 The nitrogen generator must be capable of producing up to 18 standard liters per minute (slpm) of liquid chromatography mass spectrometer grade gases at 80 pounds per square inch (psig) or have the capacity for the needs stated in the gas requirements of the LCMSMS.
 - 3.1.2.2 The vendor must include if there is another gas requirement or need for the specific instrument being quoted other than listed in 3.1.2.1.
- 3.1.3 Uninterrupted Power Supply (UPS)**
- 3.1.3.1 The uninterrupted power supply (UPS) must provide protection and complete power conditioning where the output remains continuously regulated. Must be rated to a capacity at least 5200

REQUEST FOR QUOTATION
Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument

- VA or have the capacity for the needs stated in the electrical requirements of the LCMSMS.
- 3.1.3.2 The vendor must include if there is another UPS electrical requirement or need to maintain the integrity of the instrument for proper operation being quoted other than listed in 3.1.3.1.
- 3.1.4 Specific Test methods: Cannabis and hemp methods**
- 3.1.4.1 The vendor must provide a standard operating procedure for Cannabis and hemp analysis that includes sample preparation and analysis of the complete Cannabis list from states such as Oregon or California which include the analytes in 3.1.4.2.
- 3.1.4.2 See Exhibit B.
- 3.1.5 Workstation and software**
- 3.1.5.1 Data station with windows based operating system capable of multitasking allowing data processing and data acquisition simultaneously.
- 3.1.5.2 Operating system must be fully integrated to control LS/MS/MS.
- 3.1.6 Shipping, Installation, Validation, Warranty, Training (including Specific Test Methods Application), and Service**
- 3.1.6.1 Vendor must be on-site for delivery and perform the installation (labor and supplies included) of the LCMSMS.
- 3.1.6.2 The vendor must provide a written validation of the instrument's performance after installation.
- 3.1.6.3 Vendor will provide a full one-year parts and labor warranty on all items, including 2 preventative maintenances.
- 3.1.6.4 Vendor must be able to perform resolutions to service requests within 72 hours which includes on-site resolutions.
- 3.1.6.5 Vendor will provide on-site training (labor and non-consumable supplies included) for all instruments and software.
- 3.1.6.6 Vendor will provide on-site applications assistance for implementation of standard operating procedures for Cannabis and hemp analysis related to 3.1.4 by an applications scientist familiar with the analysis.
- 3.1.6.7 Vendor will provide copies of all system manuals (operations, training, technical, service, maintenance).

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page Exhibit A by placing all inclusive information in each column for item number, model/brand name, unit price and extended amount. There should be a price for the LCMSMS, workstation, software, printer, shipping/inside delivery, installation, validation, warranty, training, specific methods, and service. If there is no charge for any deliverable, indicate in the cell with "no charge". The bidder/vendor information must be completed and include an authorize signature. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor should ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Contract Items must be delivered to Agency at 313 Gus R. Douglass Lane, Charleston, WV 25312.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.

REQUEST FOR QUOTATION
Liquid Chromatography/Mass Spectrometer (LC/MS) Instrument

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

7.2.3 Any other remedies available in law or equity.

8 FACILITIES ACCESS: Performance of Services will require access to the facility.


8.1 Vendor must identify principal service personnel who will be asked for identification upon entrance to the facility.

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

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

Exhibit A CRFQ AGR1900000018

PRICING PAGE

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
	LCMSMS, workstation PC, software, printer, nitrogen generator, UPS, specific test methods	5500 Triple Quad/ Exion LC AD	1	\$323,375.02	\$323,375.02
	shipping charges and inside delivery			\$4,042.77	\$4,042.77
	installation/validation		1	\$0.00	\$0.00
	training/warranty		1	\$2,003.19	\$2,003.19
	service		1	\$0.00	\$0.00
	Failure to use this form may result in disqualification			GRAND TOTAL	\$329,420.98
Bidder / Vendor Information					
Name:	AB Sciex, LLC				
Address:	1201 Radio Rd				
	Redwood City, CA 94065				
Phone:	877-740-2129				
Email Address:	sales.americas@sciex.com				
Authorized Signature:					

Vendor should not alter pricing page and should fill out pricing page as it. The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in disqualification of bid submittal.

Exhibit B

Analytes of interest for the LCMSMS for West Virginia Department of Agriculture

<p>Tox2 Colchicine Aflatoxin G1 Aflatoxin B1 T2 Toxin *Digoxin *Strychnine *Ricinine *Aconitine *alpha-amanitin *Brodifacoum</p>	<p>T022 Aminopterin Codeine Oxycodone Scopolamine Ouabain Hydrocodone Eserine Emetine Apomorphine Brucine</p>
<p>Anti-Coagulants (ran in negative ion mode) Warfarin Coumachlor Diphacinone Dicoumarol Chlorophacinone Bromadiolone Difethialone *Brodifacoum</p>	<p>Atropine Hyoscyamine Levorphenol Heroin Hydrastine Yohimbine Digoxigenin Picrotin Solanine Pentazocine</p>
<p>Other Compounds Fluoroacetic Acid Melamine</p>	<p>Lobeline Digitoxigenin Digitoxin *Ricinine *alpha-amanitin *strychnine *digoxin *aconitine</p>

Compounds with * are in multiple lists

T022 method additional compounds	
<p>Aldicarb Aldicarb sulfone Aldicarb sulfoxide Atropine Berberine *Brodifacoum Carbanyl Carbofuran *Colchicine</p>	<p>Coumaphos Ethiofencarb Fenamiphos Fenamiphos sulfide Methamidiphos Methomyl Oxamyl Picrotin Propoxur</p>

Pesticides	
<p>2,4-D 2,4,5-T 2,4-DB 2,4-DP</p>	<p>Imazethapyr Isoxaflutole Mesotrione MCPA (2-methyl-4-chlorophenoxyacetic acid)</p>

Exhibit B

Aldicarb (+ degradates)	Metsulfuron-methyl
Aminocyclopyrachlor	Metribuzin (+ DA, DADK, DK)
Aminopyralid	Napropamide
Bentazon	Picloram
Clopyralid	Propiconazole
Dacthal (+ degradates)	Rimsulfuron
Dicamba	Sulfometuron-methyl
Dinotefuran	Tebuthiuron
Diuron	Thiamethoxam
Glyphosate (+AMPA)	Thifensulfuron-methy
Imazapyr	Tralkoxydim
Hexazinone (+ Metabolite B)	Triclopyr

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: AB Sciex, LLC

Authorized Signature: *Freda Brinkley* Date: 4-23-19

State of California Freda Brinkley

County of San Mateo, to-wit:

Taken, subscribed, and sworn to before me this 23 day of April, 2019

My Commission expires July 23rd, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC *Han Thi Vu*

Purchasing Affidavit (Revised 01/19/2018)



QUOTATION

AB SCIEX LLC
1201 Radio Rd
REDWOOD CITY, CA 94065-1217
United States

Tele : +1 (877) 740-2129 opt 1
 Fax : +1 (650) 631-4803
 Email : sales.americas@sciex.com

Quote Number	11022196
Account Number	49444
Quote Date	23-APR-2019
Valid To	28-JUN-19
Freight Terms	SX - Prepaid and Add
Free On Board	Factory
Payment Terms	Net 30 days
Taxable	No
Sales Representative	David Brokaw
Administrator	Vivian Tran

To:

Melissa Pettrey
 State of West Virginia
 313 Gus R Douglas Ln
 CHARLESTON, WV 25312
 United States

Tele :
 Fax :
 Email : melissa.k.pettrey@wv.gov

Item No	Part Number	Description	Quantity	Unit List Price	Unit Net Price	Total Extended Price
1.1	5062207	<p>SCIEX TRIPLE QUAD 5500 SYSTEM</p> <p>Enhanced high performance triple quadrupole LC-MS/MS mass spectrometer with mass range of m/z 5 to 1250.</p> <p>Turbo V Source that accepts either the TurbolonSpray Probe or APCI Probe</p> <p>TurbolonSpray Probe: Heated IonSpray probe for use in the Turbo V Source. Accepts flow rates from 5 to 3000 ul/min without splitting.</p> <p>APCI Probe: Atmospheric Pressure Chemical Ionization probe for use in the Turbo V Source. Accepts flow rates from 200 to 3000 ul/min.</p> <p>System includes integrated syringe pump and 6 port, 2 position switching valve.</p> <p>One standard wet pump kit (roughing pump)</p> <p>Dell Computer with WIN 7 for Embedded Systems with Image Software</p> <p>Standard Monitor</p> <p>TQ/QT Software Starter Kit is required for operation and must be purchased separately. Instrument will not operate without the purchase of the TQ/QT Software Starter kit.</p> <p>Limited Warranty: Standard parts and labor warranty for one year starting from the completion of instrument commissioning (as provided in SCIEX's written limited warranty statement and accompanying terms in the user manual or other product documentation). Includes our StatusScope Remote Monitoring Service and one no-charge Preventative Maintenance (PM) during the one-year warranty period.</p>	1	342,716.36	219,338.47	219,338.47
2.1	4376878	FG, SYNERGI 4U FUSION RP80A 50X2	1	0.00	0.00	0.00
3.1	4376887	<p>FG, TRIAZINE STANDARD MIXTURE</p> <p>System Suitability Test Mixture for Cliquid Food Testing package, Triazine Pesticides Standard Mix 100 ug/mL each component in methanol, ampoule of 1 mL.</p>	1	0.00	0.00	0.00
4.1	4406127	<p>PPGs Chemical Standards Kit (Low-High Concentratio</p> <p>Standards kit with high/low concentrations PPGs for installation and calibration.</p>	1	0.00	0.00	0.00
5.1	5066232	<p>Analyst TQ/QT Software Starter Kit</p> <p>This bundle contains; 1) Analyst 1.7 Acquisition and Processing License for acquisition and processing on a single workstation, 2) Analyst 1.7 Processing License for processing only (this license does not allow acquisition control) and 3) Sciex OS-MQ 1.4</p>	1	33,785.31	21,622.60	21,622.60

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Payment Terms	Net 30 days
Taxable	No
Sales Representative	David Brokaw
Administrator	Vivian Tran

Item No	Part Number	Description	Quantity	Unit List Price	Unit Net Price	Total Extended Price
		License for quantitation of small molecule compounds, large molecule biomarkers and biopharmaceuticals on all SCIEX LC-MS systems				
6.1	5036643	CONTROLLER MODULE FOR EXIONLC SYSTEMS Central communication and control module for the ExionLC AC and AD Series. Modules connect via fiber optic cables for easy "plug & play" connectivity. Installation included if purchased as part of a system.	1	3,371.84	2,157.98	2,157.98
7.1	5036645	EXIONLC SOLVENT RESERVOIR TRAY Sturdy plastic tray holds up to 7 x 1L bottles. Space behind the front panel allows for solvent tubing to be routed to the degasser and pumps.	1	420.10	268.86	268.86
8.1	5036646	EXIONLC 5 CHANNEL SOLVENT DEGASSER Inline membrane degasser utilizing Teflon AF for rapid degassing of HPLC mobile phases. Convenient 5th channel for degassing the autosampler rinse phase for improved autosampler reproducibility. Installation included if purchased as part of a system.	1	3,479.07	2,226.60	2,226.60
9.1	5036653	EXIONLC AD UHPLC PUMP 1300 BAR Single UHPLC pump rated to 1300 bar. Binary system requires 2 pumps and a mixer for operation.	2	14,138.50	9,048.64	18,097.28
10.1	5036654	EXIONLC AD AUTOSAMPLER COOLED 1300 BAR UHPLC cooled autosampler rated to 1300 bar (18850 psi). Temperature control from 4°C to 40°C. Multiple rinse solvents (internal and external needle) provide a typical carryover value of < 0.004%. Sample capacity of 105 x 1.5 mL vials or 2 x Microtiter Plates. Nominal injection cycle time of < 14 seconds. Requires Aux. I/O synch cable (PN 5032654). Racks for 1.5/2 mL vials included (same rack type as 4463860), other racks sold separately.	1	30,633.96	19,605.73	19,605.73
11.1	4376887	FG,TRIAZINE STANDARD MIXTURE System Suitability Test Mixture for Cliiquid Food Testing package, Triazine Pesticides Standard Mix 100 ug/mL each component in methanol, ampoule of 1 mL.	1	0.00	0.00	0.00
12.1	5036659	ExionLC Column Oven 120V ExionLC AC Column Oven. Forced air column oven with cooling. Temperature range 10C below ambient to 85C. Rated for 120V.	1	4,948.31	3,166.92	3,166.92
13.1	4465784	SOLVENT BOTTLES,SHIMADZU (SET OF 5) Solvent bottles with solid caps for ExionLC and Shimadzu LC systems.	1	334.33	267.46	267.46
14.1	4465785	SOLVENT BOTTLE CAP,SHIMADZU (INDIVIDUAL) 3 hole vented solvent bottle cap with plug and filter, 1/pk.	5	42.43	33.94	169.70
15.1	5054489	MICRO MIXER 20 uL High efficiency UHPLC mixer (up to 18,000 PSI) with micro reactor technology to thoroughly blend solvents in a small volume. Compatible with mobile phase pH range 1-14.	1	1,246.48	997.18	997.18
16.1	5032654	CABLE ASSY* AUXILIARY I O TERM MS Aux I/O cable for Shimadzu LC systems and custom-configured ExionLC systems.	1	244.00	156.16	156.16

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Free On Board	Factory
Payment Terms	Net 30 days
Taxable	No
Sales Representative	David Brokaw
Administrator	Vivian Tran

Item No	Part Number	Description	Quantity	Unit List Price	Unit Net Price	Total Extended Price
17.1	5056165	vMethod App for the Analysis of Pesticide Residues The vMethod is a quantitation method for 59 pesticides (Oregon List) and 10 most abundant cannabinoids in cannabis flower and concentrates. The disk includes a complete SOP, an installation-ready analytical and quantitation method, and reporting templates. The method has been fully verified in multiple labs. It includes retention time and 2 MRM transitions per compound.	1	3,206.65	2,052.26	2,052.26
18.1	5055685	PEAK Genius 1024 Nitrogen Generator Genius 1024 is a standalone gas generator which produces curtain, source and exhaust gases in the required flow rates, purities and pressures to meet or exceed the requirements of all available SCIEX LCMS Systems with or without SelexION/SelexION+ technology (except medical devices). Technical Specifications: Curtain Gas (Nitrogen) 19L/min @ 65 psi, Source Gas (Dry Air) 26L/min @ up to 100 psi and Exhaust Gas (Dry Air) 25L/min @ up to 60 psi. Dimensions (HxWxD) 71.2 x 60 x 75 cm (28.1 x 23.6 x 29.5 ins), Weight 108.5kgs (239lbs). Electrical requirements 230v ± 10%, 50/60 Hz, 7A, Power consumption: 1610 watts.	1	21,268.34	17,227.36	17,227.36
19.1	EXP-US1-1 152	TX90-5KB4-CC1 6KVA/5.4KW UPS, 208V OUTPUT, 120/240	1	5,646.96	5,646.96	5,646.96
20.1	4466122	18K PSI COL SWITCHING VALVE, 2 POS 6 PORT 2 position 6 port valve, 18,000psi pressure max. Includes valve, PCB, and tubing/fittings kit. Requires oven mounting kit (220-91522-02), no standalone operation.	2	4,161.00	3,328.80	6,657.60
21.1	4463926	2 POSITION VALVE MOUNT KIT CTO-20/30A/C Kit for mounting 2 Rheodyne 2 position (6 or 10 port) valves in a single CTO-20/30A/C.	1	253.19	202.55	202.55
22.1	5047079	Essential ExionLC AD (30) Complete Kit Kit contains: needle seal, degasser, pump line filters, high pressure valve rotor (HPV), a needle, a check valve (in), a check valve (out), diaphragms (qty 2) and plunger seals (qty 3).	1	2,605.00	1,667.20	1,667.20
23.1	5062269	Essential MS Metal Heater Kit The kit contains: metal heater (x1), electrodes (x2), red peek tubing (80cm), spring, o-ring, and fittings (for Turbo V sources).	1	1,558.00	997.12	997.12
24.1	5058495	Essential MS Kit Kit contains: electrodes (x2), red peek tubing (80cm), spring, o-ring, and fittings (for Turbo V sources).	1	350.00	224.00	224.00
25.1	TRNSU420	3 Day Cannabis Testing Course- quantitative pestic This SCIEXUniversity course is for pesticide analysis in cannabis products on Triple Quad and QTRAP instruments. The course covers basic topics including: LCMS theory, Analyst Software familiarization, instrument tuning and calibration, compound optimization, and quantitation. This course also covers specific cannabis pesticide testing topics including sample preparation of cannabis products, basic chromatographic method development, analysis of cannabis matrix for pesticides, and troubleshooting. The training is intended for new SCIEX LC-MS instrument users, working in the cannabis industry or non-SCIEX users seeking a detailed overview of pesticide analysis in cannabis products. It Includes the following: 3 Day of instructor led training at SCIEX Location by an Applications Scientist. Tuition for 1 Primary Learner to participate (does not include travel and living expenses). Certificate upon successful completion of final exam. Access to SCIEXUniversity Self-paced eLearning, lectures, demonstrations as well as SCIEXNow online Support tools.	1	3,129.99	2,003.19	2,003.19

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Free On Board	Factory
Payment Terms	Net 30 days
Taxable	No
Sales Representative	David Brokaw
Administrator	Vivian Tran

Item No	Part Number	Description	Quantity	Unit List Price	Unit Net Price	Total Extended Price
Valid for 12 months from the date of purchase. See latest course information in the SCIEXUniversity Online Catalog: http://sciex.com/support/training-front/course-catalog or see course calendar for to register for a session: https://sciex.com/education/training-calendar						
26.1	5056702	SCIEX WELCOME GIFT BOX \$1,000 Gift Certificate for LC-MS Consumables and Zipper Portfolio Welcome Pack from Phenomenex®	1	0.00	0.00	0.00
27.1	EXP-US1-1 103	3663503 HP COLOR LASERJET ENTERPRISE M553N PRINTER	1	625.03	625.03	625.03

Sub Total	325,378.21	USD
Estimated Shipping and Handling	4,042.77	USD

Quotation Total	329,420.98	USD

The following is a list of optional products and is not included in the total shown above.

Item No	Part Number	Description	Quantity	Total Extended Price
1.1...1	ABSX ADDITIONAL PM	Additional PM	1	5,230.00

Sales tax will be included, if applicable, at time of invoice.

Please note that we are supplying the product(s) denoted above by the part number EXP at the request of the buyer. As the EXP part numbers are not routinely supplied by our company, the product(s) have not been validated for use with Sciex products.

For further information on how SCIEX processes your personal data, please view our Privacy Policy (<https://sciex.com/privacy-policy>).

Please read carefully:

This quotation, and Company's TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND/OR SERVICES, as applicable, (the "TERMS") set forth the terms pursuant to which the Company would sell the product(s) or service(s) listed in this quotation, unless any other valid agreement exists or is executed between you and Company with respect to these products or services. By issuing a purchase order or otherwise ordering or accepting product(s) or services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and the TERMS to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Company, and that the purchase and sale transaction between you and Company is subject to and will be governed by this quotation and the TERMS. The applicable TERMS*, which are incorporated by reference into this quotation and any resulting contract, can be found on Company's website at <http://www.sciex.com/legal-terms-and-conditions>.

Once on the page, click on the country identified on the top left hand corner of this quotation, and either the "products" or "services" link as applicable. Company products and services are covered by only those warranties set forth in its limited warranty statement* which can be found at <http://www.sciex.com/warranty> . Operating software and stand alone software is licensed and not sold. The terms of license are included in the End User License Agreement (EULA)* provided with the software, a copy of which can be found at <http://www.sciex.com/products/software> . *To obtain a copy of either the TERMS, limited warranty statement or EULA, or if you have any questions, please call Company's customer service department using the contact information supplied on the left hand corner of this quotation.

36. INDEMNIFICATION: Provided the Vendor is given prompt notice of any claim for damages and the opportunity to control the defense and settlement of any such claim, The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against direct damages as a result of: (1) Any claims or losses for damage to property, personal injury including death to the extent caused by Vendor's or its subcontractors, persons, or firm's for services rendered negligent acts or negligent omissions by any subcontractor, person, or firm performing or supplying services, materials, or supplies while on State premises 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.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. Contract Items will be Accepted unless they are damaged or fail to conform to manufacturer's published specifications at the time of Delivery. Any claims for damaged, Contract Items must be reported in writing by buyer within 15 days from the date of State's receipt of the Contract Items.

6.4 Return of ~~Unacceptable-Rejected~~ Items: If the Agency deems the Contract Items to be unacceptable, the State must promptly return a rejected Items to Vendor, C.O.D., unused and in a condition no worse than that delivered to State and in the Item's original containers and packing material, accompanied by a valid return authorization number obtained from Vendor. Vendor may refuse any Item not timely rejected or sought to be returned without a valid return authorization number. For any valid claim timely made, Vendor, at its option, may repair the Item or replace the Item with an identical or substantially similar Item. Shipping charges will not be credited. THESE ARE STATE'S SOLE AND EXCLUSIVE REMEDIES FOR DAMAGED OR MISSING CONTRACT ITEMS, AND, EXCEPT FOR EXPRESS WRITTEN WARRANTY RIGHTS, FOR DEFECTIVE CONTRACT ITEMS. Vendor may require that the State sign and deliver a properly completed certificate of decontamination prior to returning any Item.~~the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.~~

Add:

Limitation of Liability - TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL VENDOR BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH; (1) THE SERVICES, FAILURE TO PERFORM SERVICES, OR OTHERWISE; (2) PRODUCT, VENDOR'S PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS RELATING TO THE PURCHASE OF PRODUCT; (3) VENDOR'S BREACH OF THESE TERMS; OR (4) THE POSSESSION OR USE OF ANY PRODUCT EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF INSTRUMENT OR PRODUCT ERROR OR THE FAILURE OF AN INSTRUMENT OR OTHER PRODUCT TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS. WITHOUT LIMITING THE FOREGOING, EXCEPT SOLELY FOR ANY PAYMENTS MADE UNDER VENDOR'S INDEMNITY SET FORTH IN SECTION 36, VENDOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE PRODUCT OR SERVICES, INCLUDING WITHOUT LIMITATION SERVICES RENDERED THEREUNDER, OR BREACH THEREOF OR FAILURE TO PERFORM IN CONTRACT, TORT, WARRANTY OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO VENDOR FOR THE UNDERLYING PRODUCT OR SERVICES.

Additional Documentation - The Vendor's *Scope of Services w/SW Support* and any *EULA's*, provided through "click-wrap" with any software, are hereby incorporated into the Contract and in the event of conflict shall place after the RFQ, General Terms and Conditions and Specifications in the order of precedence.

AB SCIE X SCOPE SERVICES TERMS AND CONDITIONS

I. General Terms (applicable to all Services Plans and all Services provided on a time and materials basis)

Delivery - Provider will use reasonable efforts under the circumstances to provide Services as quickly as possible. The Services will be scheduled at a time mutually agreed upon by Provider and the customer. It is customer's responsibility to provide access to Provider so Provider may complete Services, within the scheduled or guaranteed time period, if applicable.

Hours of Operation - Unless otherwise specified in the Quotation, Services are generally provided during normal working hours, Monday through Friday, 9:00 AM to 5:00 PM, excluding holidays. Please see <http://www.abscie x.com/company/contact-us> for regional variations.

Guaranteed On-Site Response Time - Services with an on-site response time guarantee are only guaranteed for Zones 1 and 2 as identified by Provider unless specific additional guaranteed response time upgrades have been purchased. For all other zones, on-site response time will be on a reasonable effort basis and prioritized over customers repair calls without a service plan. For Services eligible for guaranteed on-site response time, service calls must be received by Provider's service center before 2:00 PM local time. Calls received after this period will be considered received the next business day. Customer shall provide access to the instrument within the response time guaranteed.

(i) On-site remedy for all Services except Services plans - In the event Provider fails to be on-site within the purchased guaranteed response time, except where customer did not provide access to the instrument, customer shall receive full credit for the purchased response time.

(ii) On-site remedy for Services plans - Provider may issue a credit to customer for delay in guaranteed response time or scheduled service, of one (1) business day or more except where delays are a result of non-performance subject to Force Majeure or reasonable access to the instrument was not provided pursuant delivery. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the Services plan covering the respective instrument for which the service call was made. If a Services plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current Services plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, Provider's Services plan administrator must receive notice in writing (e-mail notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the Services plan period in which the credit was earned. The credit described above is Provider's sole obligation and customer's sole remedy for failure of Provider to respond within the guaranteed on site response time where provided for in the Services plan. Provider's Services plan Administrator contact details can be found at <http://www.abscie x.com/company/contact-us>.

Warranty - Provider warrants that it will provide its Services, as stated in the Quotation relevant to the Services purchased in accordance with the relevant section(s) of the Limited Warranty which can be found at <http://www.abscie x.com/warranty>. With respect to SW Support Services (as defined below), Provider will make provide such Services in a professional and workmanlike manner, however, Provider does not guarantee that each or any Software support incident is capable of being resolved through SW Support Services. **PROVIDER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. PROVIDER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES AT PROVIDER'S OPTION. THESE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.**

II. Services Plan Terms (only applicable to purchase of a Services Plan)

A. Instrument Services Plan Terms (only applicable to purchase of a Services Plan for instruments)

Instrument Recertification - If an instrument has not been under warranty or a Services plan prior to commencement of a newly purchased Services plan, Provider may require instrument recertification on a time and materials basis not covered under the new Services Plan, prior to the effective date of the new Services Plan.

Hardware and Application Telephone Support - All calls made to regional telephone support numbers during Provider's hours of operation where customer left a message for a return call including the caller's name and telephone number will be responded to within 4 business hours, unless other response time is specified in the Quotation.

Planned Maintenance - Customer and Provider will schedule PM Services within a 1 month period of the manufacturer's recommended PM timeframe. Customer shall provide access to the instrument for that visit. PM Services not completed because customer would not provide access at a time reasonable to Provider will be forfeited.

Plan Restrictions -

(i) The decision to repair or replace any parts of the instrument will be made by Provider in its sole and reasonable discretion. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of Provider. All parts which have been removed and replaced in performance of Services become the property of Provider.

(ii) Services plans do not cover replacement of parts, costs, repairs or adjustments for defects resulting from or necessitated by acts of nature, damage not caused by Provider, accident, neglect, carelessness, misuse, including without limitation: operation with incompatible solvents or samples in the system; operation outside of the environmental or use specifications or not in conformance with the instructions for the instrument system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products, not supplied or authorized by Provider; or modification, repair, service transfer to another location of the instrument made by the customer, customer's employees, agents or an unauthorized contractor, or intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations. Services plans do not cover repair or replacement of parts that are radioactive or contaminated with biological, toxic or other dangerous materials or substances. Services plans do not cover parts for any instrument or other equipment other than the covered instrument or equipment as identified in the Service Plan by its specific serial number(s). Services plans do not cover consumables unless otherwise specified in the Quotation. Services plans do not cover costs, repairs, or adjustments made necessary by connection of the instrument to electrical services or other utilities not in

accordance with the installation requirements for the instrument, or by any interruption or surge in voltage (see Instruction Manual for specifications).

(iii) Unless otherwise expressly stated by Provider in writing or under the Terms of the purchased Services plan, parts in contact with any liquid are considered wetted and may be deemed user replaceable and not covered by any Services plan, including, but not limited to seals, filters, gaskets, etc.

(iv) Use of any non-Provider's parts or reagents that deposit or cause to be deposited residual matter in the instrument flow path or that otherwise interrupt the flow path that are reasonably determined by Provider to have caused instrument failure will require remedial repairs of the affected parts to be completed outside a Services plan at Provider's then prevailing rates for billable service.

(v) Unless otherwise specified in the Quotation, Service plans do not include customer training or services related to the relocation of instruments.

(vi) Ancillary equipment not manufactured by Provider, such as third party computers, may be excluded from any Services plan at Provider's discretion. Provider will pass on to customer any manufacturer's warranty of any such ancillary equipment, to the extent permitted by the manufacturer.

B. Services Plan Terms (applicable to purchase of any Services Plan)

Term and Termination - Unless otherwise expressly stated in the Quotation, the initial term of a Services plan and this agreement is one year, commencing on the date designated by Provider in its Quotation. A Services plan may be terminated by either party upon at least thirty (30) days written notice to the other party. Termination will be effective thirty (30) days after the receipt of such notice, or at a later date if one is so specified in the notice ("Termination Date"). Termination cannot be made effective prior to thirty (30) days after notice is received, provided, however, that Provider may terminate a Services plan immediately in the event that the instrument covered by the Services plan is transferred to another location.

(i) **Termination by Customer** - Except where termination is in connection with the trade-in of a used Provider instrument as provided for in this section, in the event of termination of a Services plan by customer, Provider shall calculate at its sole discretion the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered product under the underlying Service Plan from its effective date until the Termination Date. Customer's total payment obligation to Provider under this agreement shall equal (1) the amount so calculated or (2) the prorated price of the current underlying Service Plan from its effective date until the Termination Date, whichever is greater, plus twenty percent (20%) of the total contract price for the underlying Service Plan period covered by the customer's purchase order that would have been paid if the contract had not been terminated. Notwithstanding the foregoing, in no event shall customer's total payment obligation exceed the total payment obligation for the underlying Service Plan if it had not been terminated by Customer. In the event that customer has made advance payments, any payments made by customer to Provider in excess of the amounts due on termination as described above shall be credited to customer's account within thirty (30) days after the Termination Date toward future purchases of Provider instruments, consumables or Services plans. Any unpaid portion of this amount shall be immediately due upon customer's receipt of an invoice from Provider. No cash refunds will be made due to the early termination by customer of any Services plan. If a Services plan is terminated early in connection with the trade-in of a used Provider instrument for a new Provider instrument, the unused portion of the Services plan will automatically be applied as an extension of the warranty on the new instrument.

(ii) **Termination by Provider** - In the event of termination of a Services plan by Provider for other than cause, Provider will calculate the remaining unused portion of the Services plan from Termination Date to the end of the Services plan. Any advance payments made by customer to Provider for that period shall be credited or refunded at Provider's sole discretion within thirty (30) days after the Termination Date. Any unpaid balances owed by customer shall be immediately due upon customer's receipt of an invoice from Provider.

III. Software Support Terms

Scope of Software Support Services.

(i) These software support terms apply to software support services purchased by customer from Provider, whether under a software support plan, another service plan or on time and materials basis. Customer may contract with Provider for software support by product type per lab location as specifically identified on a purchase order ("Covered Product"). In the event customer has multiple instruments of the same type in the same lab, customer must buy a multi-instrument support plan for that instrument type. Multiple plans must be purchased to cover different instrument types in the same lab.

(ii) "Software" means the SCIEX software programs that are Covered Products or, if the Covered Product is an instrument, are included with the Covered Product. Provider will respond to a request for troubleshooting and telephone assistance for Software via telephone or email ("SW Support Services"). SW Support Services also include releases of software that Provider makes generally available to customers during the plan term to correct errors, fix bugs, or create minor improvements, or enhancements of existing features (the "Update(s)") which Updates Provider will designate by a change in the number to the Update of the Software released during the term of this agreement. As used herein, a Software Update is designated by a change in the number to the right of the first or second decimal point. For greater clarity, Updates do not include those releases of the Software that provide substantial new features or additional functionality which Provider designates by a change in the number to the left of the first decimal point. Customer acknowledges that all reported errors may not be corrected. Software, including any Updates which will be deemed part of the Software, will be used in accordance with the requirements and obligations in the license agreement for the Software. If other services are made available by Provider under a SW Support Services plan, those services will be provided as shown on your quotation.

Exclusions from coverage. The following services are expressly excluded from SW Support Services: maintenance or repair services. Provider will not be obligated to provide SW Support Services if any malfunction arises from or relates to (a) error or malfunction of any third party software used by customer either separately or in conjunction with Provider's Software, or (b) customer has failed to incorporate the latest Update previously released to customer.

Customer Responsibilities. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data, or programs. Customer will maintain and implement a complete data backup and disaster recovery plan appropriate for its business operations and is solely responsible for security of its confidential, proprietary or classified information. Customer will not disclose confidential, proprietary or any information that is subject to intellectual property rights.

AB SCIEX SERVICES TERMS AND CONDITIONS

I. General Terms (applicable to all Services Plans and all Services provided on a time and materials basis)

1. Entire Agreement – AB Sciex (“Provider”) and customer agree these Terms and Conditions, together with Provider’s Quotation, defined below, (collectively, “Terms”), represent the entire agreement between the parties with respect to the subject matter herein and supersedes and entirely replaces (i) any previous agreements between the parties with respect to the subject matter herein and (ii) any pre-printed, standard or other terms set forth in customer’s purchase order (if accepted by Provider and except for the statement of services identified and, if accurate, price), or any other document not accepted and signed by an authorized representative of Provider, which are hereby rejected and shall be void. Customer’s submission of a purchase order or other instrument regarding the purchase of services in response to Provider’s quotation, estimate or any other Provider document (“Quotation”) that includes or incorporates these Terms shall be deemed acceptance of these Terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order or other instrument. Except as otherwise provided in these Terms, in the event of an inconsistency between these Terms and the terms appearing on Provider’s Quotation or other agreement signed by an authorized representative of Provider, the terms appearing on Provider’s Quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these Terms, and all other provisions of these Terms shall remain in full force and effect.

2. Acceptance - Provider may accept or reject at its discretion a purchase order for service plans, time and materials maintenance and repair, installation, relocation, or software support, as applicable, (“Services”).

3. Payment Terms - Payment terms are net 30 days from date of Provider’s invoice to customer. If payment is not received by the due date, Provider may assess and customer agrees to pay, in addition to amounts owed, a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate, whichever is less, of the amount due calculated from the original due date to the date of payment. If Provider retains a collection agency and/or attorney to collect unpaid amounts, Provider may invoice customer for, and customer will pay, all costs of collection, including without limitation reasonable attorney’s fees.

4. Health and Safety - Provider may require a completed Certificate of Decontamination, or transfer of an instrument to a suitable, safe and secure location reasonably determined by Provider, as a condition to servicing any instrument. Customer warrants that any instrument or component to be serviced will be fully decontaminated of radioactive, biological, toxic or other dangerous materials or substances prior to servicing so that the service technician will not be exposed to any such materials. Customer shall not assign Provider personnel to work in bio-safety level 3 or level 4 laboratories without prior written notice to Provider and Provider’s written consent.

5. Delivery - Provider will use reasonable efforts under the circumstances to provide Services as quickly as possible from receipt of customer’s call into Provider’s local service center. Provider shall remotely resolve customer request for support Services whenever possible. As necessary, on-site support Services will be scheduled at a time mutually agreed upon by Provider and the customer. It is the customer’s responsibility to provide access to the instrument so Provider may complete Services, within the scheduled or guaranteed time period, if applicable.

6. Hours of Operation - Unless otherwise specified in the Quotation, Services are generally provided during normal working hours, Monday through Friday, 9:00 AM to 5:00 PM, excluding holidays. Please see <https://sciex.com/about-us/contact-us> for regional variations.

7. Guaranteed On-Site Response Time - Services with an on-site response time guarantee are only guaranteed for Zones 1 and 2 as identified by Provider unless specific additional guaranteed response time upgrades have been purchased. For all other zones, on-site response time will be on a reasonable effort basis and prioritized over customers repair calls without a service plan. For Services eligible for guaranteed on-site response time, service calls must be received by Provider’s service center before 2:00 PM local time. Calls received after this period will be considered received the next business day. Customer shall provide access to the instrument within the response time guaranteed.

(i) On-site remedy for all Services except Services plans - In the event Provider fails to be on-site within the purchased guaranteed response time, except where customer did not provide access to the instrument, customer shall receive full credit for the purchased response time.

(ii) On-site remedy for Services plans - Provider may issue a credit to customer for delay in guaranteed response time or scheduled service, of one (1) business day or more except where delays are a result of non-performance subject to Force Majeure or reasonable access to the instrument was not provided pursuant delivery. Each late day’s pro-rated credit is an amount equal to 1/365th of the annual fee for the Services plan covering the respective instrument for which the service call was made. If a Services plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan’s annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current Services plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, Provider’s Services plan administrator must receive notice in writing (e-mail notification is satisfactory) of the customer’s intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the Services plan period in which the credit was earned. The credit described above is Provider’s sole obligation and customer’s sole remedy for failure of Provider to respond within the guaranteed on site response time where provided for in the Services plan. Provider’s Services plan Administrator contact details can be found at <https://sciex.com/about-us/contact-us>.

8. Warranty - Provider warrants that it will provide its Services, as stated in the Quotation relevant to the Services purchased in accordance with the relevant section(s) of the Limited Warranty which can be found at <https://sciex.com/warranty>. With respect to SW Support Services (as defined below), Provider will make provide such Services in a professional and workmanlike manner, however, Provider does not guarantee that each or any Software support incident is capable of being resolved through SW Support Services. PROVIDER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. PROVIDER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES AT PROVIDER'S OPTION. THESE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.

9. Indemnification - Provider will indemnify and hold customer harmless from and against any and all claims for injury or death of persons, or damage to tangible property, occurring while Provider personnel are on customer's premises performing Services to the extent caused by the negligent acts or negligent omissions of Provider, where Provider is given prompt notice of any such claim and the opportunity to control the defense and settlement of same.

10. Limitation of Liability - TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PROVIDER BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, FAILURE TO PERFORM SERVICES, OR OTHERWISE, EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF INSTRUMENT OR PRODUCT ERROR OR THE FAILURE OF AN INSTRUMENT OR OTHER PRODUCT TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS. WITHOUT LIMITING THE FOREGOING, EXCEPT SOLELY FOR ANY PAYMENTS MADE UNDER PROVIDER'S INDEMNITY SET FORTH IN SECTION 9, PROVIDER'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE SERVICES, INCLUDING WITHOUT LIMITATION SERVICES RENDERED THEREUNDER, OR BREACH THEREOF OR FAILURE TO PERFORM IN CONTRACT, TORT, WARRANTY OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO PROVIDER FOR THE UNDERLYING SERVICES.

11. Force Majeure - Neither party shall be liable for delays in performance or nonperformance in whole or in part, or for loss, injury, delay, expenses, damages or other casualty suffered or incurred on account of or due to, any causes that are beyond its reasonable control, such as, without limiting the generality of the foregoing, acts of God, fires, strikes, trade disputes, riots, embargos, earthquakes, storms, acts of the government, power losses or shortages, or inability to obtain parts or supplies, provided that the foregoing shall not apply to any obligation to pay money due.

12. Miscellaneous - No amendment of these Terms or modification thereof shall be binding unless it is in writing and signed by a duly authorized representative of both Provider and customer. Provider's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these Terms for any other purpose. If any provision of these Terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect. Nothing in this agreement shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise by Provider, or to limit Provider's rights to enforce its patent or other intellectual property rights. All underlying Services shall be governed by the laws of the Provider's local address shown on the Quotation, exclusive of its conflict of laws rules.

13. Assignment - Neither this agreement nor any Services plan is assignable or otherwise transferable by customer. Any assignment or transfer or attempt to assign or to transfer by customer shall be void.

II. **Services Plan Terms (only applicable to purchase of a Services Plan)**

A. Instrument Services Plan Terms (only applicable to purchase of a Services Plan for instruments)

1. Instrument Recertification - If an instrument has not been under warranty or a Services plan prior to commencement of a newly purchased Services plan, Provider may require instrument recertification on a time and materials basis not covered under the new Services Plan, prior to the effective date of the new Services Plan.

2. Hardware Telephone Support - All calls made to regional telephone support numbers during Provider's hours of operation where customer left a message for a return call including the caller's name and telephone number will be responded to within 4 business hours, unless other response time is specified in the Quotation.

3. Planned Maintenance - Customer and Provider will schedule PM Services within a 1 month period of the manufacturer's recommended PM timeframe. Customer shall provide access to the instrument for that visit. PM Services not completed because customer would not provide access at a time reasonable to Provider will be forfeited.

4. Plan Restrictions –

(i) The decision to repair or replace any parts of the instrument will be made by Provider in its sole and reasonable discretion. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of Provider. All parts which have been removed and replaced in performance of Services become the property of Provider.

(ii) Services plans do not cover replacement of parts, costs, repairs or adjustments for defects resulting from or necessitated by acts of nature, damage not caused by Provider, accident, neglect, carelessness, misuse, including without limitation: operation with incompatible solvents or samples in the system; operation outside of the environmental or use specifications or not in conformance with the instructions for the instrument system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products, not supplied or authorized by Provider; or modification, repair, service transfer to another location of the instrument made by the customer, customer's employees, agents or an unauthorized contractor, or intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations. Services plans do not cover repair or replacement of parts that are radioactive or contaminated with biological, toxic or other dangerous materials or substances. Services plans do not cover parts for any instrument or other equipment other than the covered instrument or equipment as identified in the Service Plan by its specific serial number(s). Service plans do not cover consumables unless otherwise specified in the Quotation. The list of consumables can be found at <https://sciex.com/service-consumables>. Services plans do not cover costs, repairs, or adjustments made necessary by connection of the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, or by any interruption or surge in voltage (see Instruction Manual for specifications).

(iii) Unless otherwise expressly stated by Provider in writing or under the Terms of the purchased Services plan, parts in contact with any liquid are considered wetted and may be deemed user replaceable and not covered by any Services plan, including, but not limited to seals, filters, gaskets, etc.

(iv) Use of any non-Provider's parts or reagents that deposit or cause to be deposited residual matter in the instrument flow path or that otherwise interrupt the flow path that are reasonably determined by Provider to have caused instrument failure will require remedial repairs of the affected parts to be completed outside a Services plan at Provider's then prevailing rates for billable service. Provider does not warrant parts not purchased from Provider or Provider does not install. These parts are sold "as is".

(v) Unless otherwise specified in the Quotation, Service plans do not include customer training or services related to the relocation of instruments.

(vi) Ancillary equipment not manufactured by Provider, such as third party computers, may be excluded from any Services plan at Provider's discretion. Provider will pass on to customer any manufacturer's warranty of any such ancillary equipment, to the extent permitted by the manufacturer.

B. Services Plan Terms (applicable to purchase of any Services Plan)

1. Term and Termination - Unless otherwise expressly stated in the Quotation, the initial term of a Services plan and this agreement is one year, commencing on the date designated by Provider in its Quotation. A Services plan may be terminated by either party upon at least thirty (30) days written notice to the other party. Termination will be effective thirty (30) days after the receipt of such notice, or at a later date if one is so specified in the notice ("Termination Date"). Termination cannot be made effective prior to thirty (30) days after notice is received, provided, however, that Provider may terminate a Services plan immediately in the event that the instrument covered by the Services plan is transferred to another location.

(i) Termination by Customer - Except where termination is in connection with the trade-in of a used Provider instrument as provided for in this section, in the event of termination of a Services plan by customer, Provider shall calculate at its sole discretion the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered product under the underlying Service Plan from its effective date until the Termination Date. Customer's total payment obligation to Provider under this agreement shall equal (1) the amount so calculated or (2) the prorated price of the current underlying Service Plan from its effective date until the Termination Date, whichever is greater, plus twenty percent (20%) of the total contract price for the underlying Service Plan period covered by the customer's purchase order that would have been paid if the contract had not been terminated. Notwithstanding the foregoing, in no event shall customer's total payment obligation exceed the total payment obligation for the underlying Service Plan if it had not been terminated by Customer. In the event that customer has made advance payments, any payments made by customer to Provider in excess of the amounts due on termination as described above shall be credited to customer's account within thirty (30) days after the Termination Date toward future purchases of Provider instruments, consumables or Services plans. Any unpaid portion of this amount shall be immediately due upon customer's receipt of an invoice from Provider. No cash refunds will be made due to the early termination by customer of any Services plan. If a Services plan is terminated early in connection with the trade-in of a used Provider instrument for a new Provider instrument, the unused portion of the Services plan will automatically be applied as an extension of the warranty on the new instrument.

(ii) Termination by Provider - In the event of termination of a Services plan by Provider for other than cause, Provider will calculate the remaining unused portion of the Services plan from Termination Date to the end of the Services plan. Any advance payments made by customer to Provider for that period shall be credited or refunded at Provider's sole discretion within thirty (30) days after the Termination Date. Any unpaid balances owed by customer shall be immediately due upon customer's receipt of an invoice from Provider.

III. Software Support Terms

1. Scope of Software Support Services.

(i) These software support terms apply to software support services purchased by customer from Provider, whether under a software support plan, another service plan or on time and materials basis. Customer may contract with Provider for software support by product type per lab location as specifically identified on a purchase order ("Covered Product"). In the event customer has multiple instruments of the same type in the same lab, customer must buy a multi-instrument support plan for that instrument type. Multiple plans must be purchased to cover different instrument types in the same lab.

(ii) "Software" means the SCIEX software programs that are Covered Products or, if the Covered Product is an instrument, are included with the Covered Product. Provider will respond to a request for troubleshooting and telephone assistance for Software via telephone or email ("SW Support Services"). SW Support Services also include releases of software that Provider makes generally available to customers during the plan term to correct errors, fix bugs, or create minor improvements, or enhancements of existing features (the "Update(s)") which Updates Provider will designate by a change in the number to the Update of the Software released during the term of this agreement. As used herein, a Software Update is designated by a change in the number to the right of the first or second decimal point. For greater clarity, Updates do not include those releases of the Software that provide substantial new features or additional functionality which Provider designates by a change in the number to the left of the first decimal point. Customer acknowledges that all reported errors may not be corrected. Software, including any Updates which will be deemed part of the Software, will be used in accordance with the requirements and obligations in the license agreement for the Software. If other services are made available by Provider under a SW Support Services plan, those services will be provided as shown on your quotation.

2. Exclusions from coverage. The following services are expressly excluded from SW Support Services: maintenance or repair services. Provider will not be obligated to provide SW Support Services if any malfunction arises from or relates to (a) error or malfunction of any third party software used by customer either separately or in conjunction with Provider's Software, or (b) customer has failed to incorporate the latest Update previously released to customer.

3. Customer Responsibilities. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data, or programs. Customer will maintain and implement a complete data backup and disaster recovery plan appropriate for its business operations and is solely responsible for security of its confidential, proprietary or classified information. Customer will not disclose confidential, proprietary or any information that is subject to intellectual property rights.