



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 9

[List View](#)

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 957915

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0506

Vendor ID: 000000186851

SO Doc ID: CME2200000004

Legal Name: THERMO ELECTRON NORTH AM LLC

Published Date: 3/23/22

Alias/DBA:

Close Date: 4/12/22

Total Bid: \$279,669.82

Close Time: 13:30

Response Date: 04/11/2022

Status: Closed

Response Time: 15:58

Solicitation Description: LCMS/MS TRIPLE QUAD SYSTEM

Responded By User ID: Thermo1

Total of Header Attachments: 9

First Name: Leticia

Total of All Attachments: 9

Last Name: Antonio

Email: CMDAmericasbids@thermofi

Phone: 408-481-4673



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

State of West Virginia
Solicitation Response

Proc Folder: 957915
Solicitation Description: LCMS/MS TRIPLE QUAD SYSTEM
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2022-04-12 13:30	SR 0506 ESR04112200000006232	1

VENDOR

000000186851
THERMO ELECTRON NORTH AM LLC

Solicitation Number: CRFQ 0506 CME2200000004

Total Bid: 279669.8200000000069849193096 **Response Date:** 2022-04-11 **Response Time:** 15:58:17

Comments: *In the event that we are awarded this RFQ, Thermo Electron North America LLC hereby requests to conduct limited negotiations on the Terms and Conditions. This bid submission is subject to Thermo Electron North America LLC expressly reserving the right to negotiate Terms and Conditions and in no way shall submission of this bid constitute acceptance of, or a waiver of any objection to, the Terms and Conditions.

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

FEIN#

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	LC/MS/MS Triple Quad System	1.00000	EA	230392.610000	230392.61

Comm Code	Manufacturer	Specification	Model #
42000000			

Commodity Line Comments: lead time 9-13 weeks

Extended Description:

SECTION 3.1 LC/MS/MS TRIPLE QUAD SYSTEM
UHPLC
PUMPING SYSTEM

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Nitrogen Generator	1.00000	EA	14074.000000	14074.00

Comm Code	Manufacturer	Specification	Model #
42000000			

Commodity Line Comments: lead time 9-13 weeks

Extended Description:

Nitrogen Generator
The supplied generator must meet the requirements of the LC/MS/MS system.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Plate Changer	1.00000	EA	24725.210000	24725.21

Comm Code	Manufacturer	Specification	Model #
42000000			

Commodity Line Comments: lead time 9-13 weeks

Extended Description:

Plate changer
The system must include a plate changer to allow for expansion of up to 16 additional deep well microtiter plates.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Customer Support and Service	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: lead time 9-13 weeks; included in price

Extended Description:

Customer Support and Service 3.9.1 through 3.9.8

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Uninterruptible Power Supply	1.00000	EA	10478.000000	10478.00

Comm Code	Manufacturer	Specification	Model #
42000000			

Commodity Line Comments: lead time 9-13 weeks

Extended Description:

Uninterruptible Power Supply

The package must include an Uninterruptible Power Supply (UPS) to power the system during a power outage or fluctuations until the generator is available.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Toxicology Spectral Libraries	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
42000000			

Commodity Line Comments: lead time 9-13 weeks; include in price

Extended Description:

Toxicology Spectral Libraries

The package must include applicable toxicology spectral libraries for comparison of detected compounds.



*Solicitation No.: CRFQ CME2200000004, Triple
Quadrupole / UHPLC LSMS System*

CPQ-00448678

March 28, 2022

West Virginia Office of the Chief Medical Examiner

Crystal Hustead

Charleston West Virginia 25302
United States

Crystal Hustead
West Virginia Office of the Chief Medical
Examiner
Charleston West Virginia 25302
United States

March 28, 2022

**Solicitation No.: CRFQ CME2200000004, Triple Quadrupole / UHPLC LSMS
System**

*In the event that we are awarded this RFQ, Thermo Electron North America LLC hereby requests to conduct limited negotiations on the Terms and Conditions. This bid submission is subject to Thermo Electron North America LLC expressly reserving the right to negotiate Terms and Conditions and in no way shall submission of this bid constitute acceptance of, or a waiver of any objection to, the Terms and Conditions.

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00448678	1.00	March 28, 2022	3
Lead Time	Payment Terms	Freight Terms	Expiration Date
9-13 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	May 12, 2022
Company Name		Customer Name	
West Virginia Office of the Chief Medical Examiner		Crystal Hustead	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Customer Info:

Customer Name: Crystal Hustead
Company Name: West Virginia Office of the Chief Medical Examiner
Address: Charleston West Virginia 25302
United States
Phone: 304-558-2402
Email: crystal.g.hustead@wv.gov

Sales Contact Info:

Contact Name: Fred Simpson
Phone: +1 (724) 344-0778
Email: fred.simpson@thermofisher.com

Solicitation No.: CRFQ CME2200000004, Triple Quadrupole / UHPLC LSMS System

Item	Description	Unit Price	Qty	Discount	Total Price
1.1	VF-S01-A-02 Country: DE SYSTEM BASE VANQUISH HORIZON / FLEX Required for the installation of a full Vanquish Horizon or Vanquish Flex system. Includes base module, solvent rack, system tubing for 1-column flow path incl. 1 active pre-heater and 1 passive pre-heater, and system installation accessories (ship kit).	\$2,340.00	1	\$655.20	\$1,684.80
1.2	VF-P10-A-01 Country: DE Binary Pump F Supports fast gradient separations in LCMS workflows, UHPLC applications, and standard HPLC workflows. Settable flows of 0.001-8 mL/min and pressures up to 1034 bar (with a flow rate of >5 mL/min, pressure range decreases linearly down to 800 bar), 200 µL mixer, 200 µL GDV, 6 solvent channels, and integrated vacuum degasser; contains Vanquish Binary Pump F module and installation accessories (ship kit).	\$24,833.49	1	\$6,953.38	\$17,880.11
1.3	VF-A10-A-02 Country: DE Split Sampler FT Provides high precision, high accuracy, and short cycle times for all Vanquish Flex workflows at max. 1034 bar. Split-loop sampler w/ SmartInject technology, sample thermostating (4-40°C), injection vol. 0.010-100 µL, 25 µL sample loop, proprietary long-life biocomp. inject valve, 4 segments for vial racks/wellplates; contains Vanquish Split Sampler FT module and installation accessories (includes 4 x 54 pos. sample racks). Ships with high value sample container kit.	\$27,354.08	1	\$7,659.14	\$19,694.94
1.4	VH-A90-A Country: DE Charger Autosampler extension for high-throughput workflows. Thermostating (4-40°C), space for 1 shelf of either 9 vial racks/deep wellplates or 20 shallow wellplates; contains Vanquish Charger module and installation accessories (ship kit). NOTE: Shelves are not included and need separate order. Extends sample capacity up to 648 vials, 12 deep well plates or 23 shallow well plates.	\$32,680.57	1	\$9,150.56	\$23,530.01
1.5	6900.1010 Country: DE SHELF CHARGER, 20 LEVELS (25.5MM) SHELF CHARGER, 20 LEVELS (25.5MM)	\$1,660.00	1	\$464.80	\$1,195.20
1.6	VH-C10-A-03 Country: HU	\$6,781.39	1	\$1,898.79	\$4,882.60

Sales Quotation

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CPQ-00448678	1.00	March 28, 2022	4
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Company Name		Customer Name	
West Virginia Office of the Chief Medical Examiner		Crystal Hustead	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Discount	Total Price
	COLUMN COMPARTMENT H				
1.7	6720.0405 MS Connection Kit Vanquish	Country: DE \$2,190.00	1	\$613.20	\$1,576.80
1.8	6000.1001 POWER CORD USA-VERSION Power Cord (125V) 3xAWG18, 2.0 m	Country: CN \$0.01	6	\$0.02	\$0.04
				Accessories/Other Subtotal: \$97,839.59	
				Accessories/Other Discount - \$27,395.09	
				Accessories/Other Total \$70,444.50	
1.9	701-054613 Unity Ext Warr Vanquish Flex Split Smplr	Country: US \$1,932.00	2	\$3,864.00	\$0.00
	Extended Warranty - Vanquish Flex Split Sampler FT • On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time • Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit • Highest priority status for technical support telephone inquires • 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions)				
1.10	701-054618 Unity Ext Warr Plan System Base Vanquish	Country: US \$191.00	2	\$382.00	\$0.00
	Extended Warranty - Vanquish Flex Base System • On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time • Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit • Highest priority status for technical support telephone inquires • 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions)				
1.11	701-055150 Unity Ext Warr Vanquish Flex Binary Pump	Country: US \$1,896.00	2	\$3,792.00	\$0.00
	Extended Warranty - Vanquish Flex Binary Pump • On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time • Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit • Highest priority status for technical support telephone inquires • 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions)				
1.12	701-054215 UNITY EXT WARR VANQUISH COLUMN CPTMENT	Country: US \$812.00	2	\$1,624.00	\$0.00

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West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Discount	Total Price
	Extended Warranty - Vanquish Column Compartment H				
	<ul style="list-style-type: none"> On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit Highest priority status for technical support telephone inquiries 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions) 				

1.13	701-054213	Country: US	\$2,485.00	2	\$4,970.00	\$0.00
	UNITY EXT WARRANTY VANQUISH CHARGER MOD					

Extended Warranty - Vanquish Charger Module

- On-site corrective maintenance visits including required factory certified replacement parts, labor and travel with a target of three (3) business day on-site response time
- Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit
- Highest priority status for technical support telephone inquiries
- 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions)

Services Subtotal: \$14,632.00

Services Discount - \$0.00

Services Total \$0.00

Please Select Subtotal: \$112,471.59

Please Select Discount : - \$42,027.09

Please Select Total: \$70,444.51

2.1	TSQ03-10001	Country: US	\$350,000.00	1	\$189,000.00	\$161,000.00
	TSQ QUANTIS PLUS					

The Thermo Scientific™ TSQ Quantis™ Plus triple stage quadrupole mass spectrometer with improved Active ion Management (AIM+) technology, QR4 segmented hyperbolic quadrupoles and collision cell powered by ARC II technology addresses current and future challenges with enhanced acquisition speed, sensitivity and operational simplicity with proven robustness and reliability. Includes 3-year factory warranty.

TSQ Quantis Plus System is comprised of the following components and features:

- Standard 3-year factory warranty
- An OptaMax NG ion source API inlet source housing with x, y, and z probe positioning, integrated APCI functionality, a fixed on axis view port, all gas and voltage connections are hard connected automatically producing worry free performance and ultimate reliability. OptaMax NG ion source housing includes one HESI spray insert. For APCI applications APCI spray insert must be ordered separately
- The stacked ring ion guide (SRIG) transfers ions into the vacuum region with minimum fragmentation to maximize sensitivity
- Ion optics comprised of one RF only octopole and one square quadrupole incorporating a neutral blocking post to eliminate noise, providing effective ion transmission to the mass analyzer

Sales Quotation

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Item	Description	Unit Price	Qty	Discount	Total Price
	<ul style="list-style-type: none"> QR4 segmented hyperbolic surface quadrupole mass analyzers providing superior peak shape and transmission at higher resolutions across the mass range A ninety degree square quadrupole collision cell powered by ARC II technology with an axial DC field for acceleration of fragment ions enabling high speed data acquisition rates Polarity switching: 5 msec electronic switching time that includes signal stabilization Dedicated mass calibration probe A detection system consisting of; a 12 kV conversion dynode, off axis electron multiplier, capable of detecting both positive and negative ions An independent dual barrel syringe pump and injector/divert valve with mounting bracket, controlled via the data station for maximum flexibility Vacuum system includes: <ul style="list-style-type: none"> Single three-port turbo molecular pump 1 SOGEVAC SV 65 oil-based fore-line pump Computer System includes: <ul style="list-style-type: none"> High performance PC with Microsoft™ Windows™ 10 Enterprise (Long Term Service Channel, LTSC) operating system High resolution LED Monitor USB Keyboard, English USB Optical Mouse <p>Installation & Application Performance Test; System will be installed and tested to assure components and system are functioning properly and installation specifications are met.</p>				
2.2	OPTON-30666 KIT, PRE-INSTALLATION, TSQ2	Country: US \$633.00	1	\$341.82	\$291.18
2.3	HAZMAT-01-00140 UHPLCMS INSTALLATION KIT	Country: VE \$466.00	1	\$251.64	\$214.36
				Instrument Subtotal: \$351,099.00	
				Instrument Discount - \$189,593.46	
				Instrument Total \$161,505.54	
2.4	OPTON-30961 GEN N2, GENIUS XE35,230V,35L MIN,ROHS	Country: GB \$22,700.00	1	\$8,626.00	\$14,074.00
	<p>Genius XE Nitrogen is a cutting-edge evolution combining advanced technology with refined and robust engineering. Genius XE 35 Nitrogen provides a premium standalone nitrogen solution for high performance LC-MS and other mission-critical laboratory applications where performance and reliability are paramount. Featuring Multi-Stage Purification™ and next-generation integrated compressors with Electronic Compressor Optimization™ (ECO) technology. Genius XE can operate with varying flow rates (up to 35L/min of high purity nitrogen), purity (up to 99.5%) and outlet pressure can be adjusted down from 116psi, offering a flexible solution for a variety of applications.</p> <p>Key Features:</p> <ul style="list-style-type: none"> Nitrogen up to 35L/min, up to 116 psi @ up to 99.5% purity Multi-Stage Purification™ producing analytical grade nitrogen gas up to 99.5% purity. 				

Sales Quotation

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West Virginia Office of the Chief Medical Examiner		Crystal Hustead	
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Item	Description	Unit Price	Qty	Discount	Total Price
	<ul style="list-style-type: none"> • Touch-screen full color user interface for ease of operation • ECO (Electronic Compressor Optimization™) technology for low energy consumption and compressor durability • Next-generation high performance premium compressors, engineered exclusively for Genius XE • Smaller & quieter than previous generation of Genius Specs: <ul style="list-style-type: none"> • Electrical Requirements: 230VAC; 50/60Hz; 8A • Heat Output: 4118 BTU • Dims: 650 x 570 x 710 mm (HxWxD) • Weight: 92 kg 				
2.5	C0012-01-00078 Country: CN Powervar UPS SPII 8.0kVA, RoHS 8.0 kVA Security Plus II Powervar UPS (Uninterruptible Power Supply) can be used with various instruments and accessories. To accommodate the different plugs from the various instruments and accessories, a separate PDU (Power Distribution Unit) must also be ordered. All LC MS systems can be used with 8.0 kVA UPS: Other instruments and accessories can also be added if one does not exceed the power requirements of the UPS and that one has the needed receptacles to plug these instruments and accessories into the UPS either directly or through a PDU. Specs: This UPS comes with a 6-foot power cord ending in a 6-50P. The UPS requires an input voltage of 208V connected to a 60A breaker. The back of the UPS has various receptacles that can be used to plug in other devices. The receptacles included in this model are: 4x 5-15R, L14-30R, 3x 6-20R. The L14-30R is the receptacle that is used to plug the PDU into the UPS Dims: 240mm x 718.4mm x 826mm	\$16,900.00	1	\$6,422.00	\$10,478.00
2.6	C0202-99-00181 Country: US PV PDU 4x 6-20R, 4x 5-15R, NOT EU The PDU module for the Powervar UPS systems acts as a "powerstrip" with numerous plug receptacles. The L14-30R (receptacle on UPS) mates with the L14-30P (Plug on PDU) 10' long power cord. The unique thing about this plug/receptacle combination is that it contains two hot legs, a neutral and a ground, so it's a four conductor set up ("14"), allowing both 115 and 230 VAC to be distributed. The "30" stands for the current rating of the device. These receptacles allow the user to plug in all the power cords that belong to their LCMS system in one place and keep them protected from power surges and from short power failures "brown-outs" of the mains power to the building. The PDU can supply both 125V and 230V depending on the plugs being used. As a rule, any outlet that is a Nema 5-XX will provide 125 V output, while any Nema 6-XX will provide 230V output. Each PDU can be matched up with any of the LSMS Powervar Security Plus II UPS systems. The differences in the 3 PDUs that are offered relate to the different receptacles that each of our MS systems require.	\$1,100.00	1	\$418.00	\$682.00

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Thermo Electron North America LLC
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Item	Description		Unit Price	Qty	Discount	Total Price
	This PDU works in conjunction with any LSMS Powervar UPS system. It is designed for use with the Endura, Quantiva, Quantum, Fortis, Fortis Plus, Quantis, Quantis Plus, Altis, Altis Plus, ID-X, Fusion, Fusion Lumos, Eclipse, and LTQ-XL: • 4 x 5-15R rated at 15A (120V) • 4 x 6-20R rated at 20A (230V)					
2.10	702-022403 3 DAYS LSMS ONSITE SUPPORT	Country:	\$10,000.00	1	\$10,000.00	\$0.00
						Accessories/Other Subtotal: \$50,700.00
						Accessories/Other Discount - \$25,466.00
						Accessories/Other Total \$25,234.00
2.7	OPTON-31001 SW, TRACEFINDER 5.1 SP3	Country: US	\$4,738.00	1	\$2,558.52	\$2,179.48
						Accessories/Other Subtotal: \$4,738.00
						Accessories/Other Discount - \$2,558.52
						Accessories/Other Total \$2,179.48
2.8	17926-102130 ACCUCORE PH/HEX 100x2.1MM	Country: LT	\$866.00	2	\$779.40	\$952.60
2.9	25002-052130 HYPERSIL GOLD 1.9UM 50X2.1MM COLUMN 1/PK	Country:	\$956.00	1	\$430.20	\$525.80
						Consumables Subtotal: \$2,688.00
						Consumables Discount - \$1,209.60
						Consumables Total \$1,478.40
						TSQ Quantis Plus - Technical Minimum Bundle Subtotal: \$409,225.00
						TSQ Quantis Plus - Technical Minimum Bundle Discount : - \$218,827.58
						TSQ Quantis Plus - Technical Minimum Bundle Total: \$190,397.42

Item	Description		Unit Price	Qty	Discount	Total Price
3.0	701-055608 Optional 2PM Service TSQAltis or Quantis	Country:	\$23,757.00	1	\$7,127.10	\$16,629.90
						Services Subtotal: \$23,757.00
						Services Discount - \$7,127.10

Sales Quotation

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Item	Description	Unit Price	Qty	Discount	Total Price
					Services Total \$16,629.90

Additional Items Subtotal: \$23,757.00

Additional Items Discount: - \$7,127.10

Additional Items Total: \$16,629.90

Discount Detail

The discounts to the right include:

Quote Subtotal: \$545,453.59

Promotions / Discounts: - \$267,981.77

Quote total less discounts: \$277,471.82

Shipping: \$2,198.00

Quotation Totals: \$279,669.82

Sales tax exemption/resale certificates or direct pay permits must be provided with the order documents, if applicable. If valid sales tax exemption documentation is not provided, buyer shall pay all applicable federal, state and local taxes in addition to the price stated on this quotation.

Please see below for monthly payment options and contact financialservices@thermofisher.com or call (800) 986-9731 ext. 7 for more information. Please note: Payments are estimates only and availability of lease financing is subject to credit approval and acceptance of terms. Terms and interest rates may vary based on customer's financial profile.

Sales Quotation

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CPQ-00448678	1.00	March 28, 2022	10
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Company Name		Customer Name	
West Virginia Office of the Chief Medical Examiner		Crystal Hustead	
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Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Leasing estimate is based on a total cost of **\$279,669.82**; you may choose from the monthly payment options below:

	Lease Term (months)			
	24	36	48	60
Fair Market Value Purchase Option:	\$9,928.28	\$7,307.77	\$5,889.85	\$5,034.06
\$1.00 Purchase Option:	\$12,481.66	\$8,515.95	\$6,541.48	\$5,369.66
Number of Advance Payments:	1	1	1	1

Choosing the Lease that Best Meets Your Needs:

Fair Market Value (FMV) Purchase Option

The intent of this lease is not to own but to gain the benefits of the equipment in exchange for a low monthly payment. Your End-of-Lease Options are: continue to lease the equipment, purchase a fair market value or return/upgrade the equipment.

\$1.00 Purchase Option

This is a lease-to-own option where you would own the equipment after all monthly payments have been made. It is similar to a finance agreement and provides you a defined payment schedule over the lease term.

Options / Recommendations

Item	Description		Unit Price	Qty	Discount	Total Price
1.14	LCCONSUMABLESTMO14 LC CONSUMABLES VOUCHER	Country: US	\$2,100.00	1	\$945.00	\$1,155.00
2.11	LCCONSUMABLESTMO14 LC CONSUMABLES VOUCHER	Country: US	\$2,100.00	1	\$945.00	\$1,155.00

Options Total: \$2,310.00

Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00448678	1.00	March 28, 2022	11
Lead Time	Payment Terms		Expiration Date
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Inco Terms 1	Inco Terms 2	Shipping Method	
Origin - Prepay And Add	PREPAY AND ADD	Fed Ex Ground	
See below			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

To place your order and expedite shipment, please 1) sign and date the last page of this document; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.

Please note-all Purchase Orders must show the vendor name of Thermo Electron North America LLC

Thermo Electron North America LLC

5225 Verona Road
Madison WI 53711

or

Thermo Electron North America LLC

1400 Northpoint Parkway
West Palm Beach FL 33407

Complete System Orders:

Fax: 412-200-6542

e-mail: usmadorderprocessing@thermofisher.com

Parts or Service Orders:

Fax: 877-680-2565

e-mail: USMAD.ServiceOE.PO@thermofisher.com

Notes:

- Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state and local taxes in addition to the price stated on this quotation.
- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.
- All prices are quoted in USD

*In the event that we are awarded this RFQ, Thermo Electron North America LLC hereby requests to conduct limited negotiations on the Terms and Conditions. This bid submission is subject to Thermo Electron North America LLC expressly reserving the right to negotiate Terms and Conditions and in no way shall submission of this bid constitute acceptance of, or a waiver of any objection to, the Terms and Conditions.

Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00448678	1.00	March 28, 2022	12
Lead Time	Payment Terms		Expiration Date
9-13 weeks	NET 30 DAYS UPON INVOICE DATE		May 12, 2022
Inco Terms 1	Inco Terms 2	Shipping Method	
Origin - Prepay And Add	PREPAY AND ADD	Fed Ex Ground	
See below			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

This quotation, and Seller's Terms and Conditions of Sale for Products and Services (which are hereby incorporated by reference into this quotation and any resulting contract), set out the terms on which Seller is offering to sell the product(s) and/or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) and/or services, Buyer expressly confirms that it agrees to be bound by and agrees to the terms of this quotation and the Terms and Conditions of Sale for Products and Services to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Seller, and that the purchase and sale transaction between Buyer and Seller is governed by this quotation and Terms and Conditions of Sale for Products and Services. Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected. Seller's Terms and Conditions of Sale for Products and Services can be found on the Thermo Fisher Scientific website at www.thermofisher.com/terms-tena and will be sent to Buyer via mail or e-mail upon request. The Terms and Conditions of Sale for Products and Services are subject to change by Seller, from time to time.

As an Authorized representative of the Buyer, your signature below creates an agreement to buy the products and services listed herein and your acceptance of the Seller's Standard Terms and Conditions of Sale included herein as the sole and exclusive terms for your purchase.

BUYER

SELLER

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

_____ Initial here to indicate Buyer's agreement to automatically apply Seller's Standard Terms and Conditions of Sale for Products and Services to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for _____ (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

March 28, 2022

Ms. Crystal G. Hustead
State of West Virginia
Dept. of Administration, Purchasing Division
2019 Washington St. East
Charleston, WV 25305

Ms. Hustead,

ThermoFisher Scientific is pleased to offer to the WV State ME's office a proposal for a TSQ Quantis Plus / Vanquish Flex UHPLC System for Solicitation No CRFQ 0506 CME2200000004.

Because this system has many advantages over systems offered by other manufacturers, I wanted to take a few minutes and explain where our instrument shines in comparison with the others. Each of these bullet points is a performance advantage of either the TSQ Quantis Plus, the Vanquish Flex UHPLC or the TraceFinder Software used for unattended data acquisition and analysis. Full specifications are outlined in the brochure and spec sheet that accompany this bid response.

Perhaps the most important difference of our system is the last section below. We are offering you this package with full warranty coverage for three years after installation on every Thermo Fisher manufactured component in the system.

Following are the unique and defining performance specifications that I mentioned.

Vanquish Flex UHPLC:

- Up to 1000 bar (15,000 psi) @ 5 ml/min
- 6 solvent system for binary pump
- Charger module automatic loads deep well plates into autosampler
- Column temperature range – 5 to 120 C
- 0.05 – 8 mL/min flow rate

TSQ Quantis Plus:

- Signal to Noise ratio – 1.5M in a single scan. Signal averaging is not used to obtain this specification.
- Single point instrument control of both the UHPLC and MS
- Polarity switching – 5 ms
- 2-3000 m/z mass range
- Q1 and Q3 adjustable down to 0.4 Da (FWHM)
- 6 orders of magnitude dynamic range
- Software controlled syringe pump/divert valve
- Easy to use calibration and optimization procedures

TraceFinder Software:

- Automated and unattended acquisition, processing, and reporting all in one software platform
- Screening and quantitation
- Ability to connect to LIM/LIS systems directly through TraceFinder
- Flagging structure – Instrument operator can easily visualize samples that are out of the approved range
- Quality Control and Unknown specimens are both time and date stamped to provide legally defensible data
- Access to mzCloud database through TraceFinder is included at no extra charge. This library includes all Cerilliant analytes and is updated continuously with all new drug formulations as manufacturers develop them.
- Also included is the TraceFinder Drugs of Abuse library, also at no extra charge, which was developed by Tarrant County (TX) Medical Examiner with the support of Thermo Fisher Scientific.

Warranty:

- 3 years on all Thermo Fisher manufactured components with Preventive Maintenance visits each year during this period
- Immediate phone diagnostics and technical support during warranty period and if the instrument is covered by a support contract after the warranty period

Sincerely,



Fred Simpson

Senior Key Analytical Account Manager
Western PA, Northeastern OH, WV, Northern VA
IC, GC, LC, GCMS, LCMS, HRAM, ICP-OES, ICP-MS, AA, Sample Prep



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

State of West Virginia
Centralized Request for Quote
Laboratory

Proc Folder: 957915			Reason for Modification:
Doc Description: LCMS/MS TRIPLE QUAD SYSTEM			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-03-23	2022-04-12 13:30	CRFQ 0506 CME2200000004	1

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

VENDOR		
Vendor Customer Code:		
Vendor Name : Thermo Electron North America LLC		
Address : 1400 Northpoint Pkwy		
Street : Suite 10		
City : West Palm Beach		
State : Florida	Country : USA	Zip : 33407
Principal Contact : Leticia Antonio		
Vendor Contact Phone: 702-964-4969	Extension:	

FOR INFORMATION CONTACT THE BUYER Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov	<i>*In the event that we are awarded this RFQ, Thermo Electron North America LLC hereby requests to conduct limited negotiations on the Terms and Conditions. This bid submission is subject to Thermo Electron North America LLC expressly reserving the right to negotiate Terms and Conditions and in no way shall submission of this bid constitute acceptance of, or a waiver of any objection to, the Terms and Conditions.</i>
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Vendor Signature X 	FEIN# 43-1992201	DATE 4/6/2022
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF CHIEF MEDICAL EXAMINER, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR A LC/MS/MS TRIPLE QUAD SYSTEM PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO**SHIP TO**

HEALTH AND HUMAN
RESOURCES
BUREAU FOR PUBLIC
HEALTH OFFICE CHIEF
MEDICAL EXAMINER
619 VIRGINIA ST WEST
CHARLESTON WV
US

HEALTH AND HUMAN
RESOURCES
BUREAU FOR PUBLIC
HEALTH OFFICE CHIEF
MEDICAL EXAMINER
619 VIRGINIA ST W
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LC/MS/MS Triple Quad System	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42000000			

Extended Description:

SECTION 3.1 LC/MS/MS TRIPLE QUAD SYSTEM
UHPLC
PUMPING SYSTEM
AUTOSAMPLER
COLUMN OVEN
TRIPLE QUADRUPOLE MASS SPECTROMETER

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Nitrogen Generator	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42000000			

Extended Description:

Nitrogen Generator

The supplied generator must meet the requirements of the LC/MS/MS system.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Plate Changer	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42000000			

Extended Description:

Plate changer

The system must include a plate changer to allow for expansion of up to 16 additional deep well microtiter plates.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Customer Support and Service	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Customer Support and Service 3.9.1 through 3.9.8

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Uninterruptible Power Supply	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42000000			

Extended Description:
Uninterruptable Power Supply
The package must include an Uninterruptable Power Supply (UPS) to power the system during a power outage or fluctuations until the generator is available.

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US	HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Toxicology Spectral Libraries	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42000000			

Extended Description:

Toxicology Spectral Libraries

The package must include applicable toxicology spectral libraries for comparison of detected compounds.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2022-03-30

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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
Revised 02/08/2022

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: March 30, 2022 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Crystal.G.Hustead@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:
BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ CME2200000004
BID OPENING DATE: April 12, 2022
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

Revised 02/08/2022

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 a 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 prior to the bid opening date and time identified in Section 7 below, plus n/ a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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: April 12, 2022 at 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

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

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

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

24. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that 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:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

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

☐ **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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 that insurance requirement is listed in this section.

Vendor must maintain:

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

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

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ *****STATE OF WEST VIRGINIA MUST BE INCLUDED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

☒ *****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WV DHHR
619 VIRGINIA ST W, CHARLESTON, WV 25302

☐

☐

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: 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.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR 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. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.


All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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)

Leticia Antonio, Proposal Specialist

(Printed Name and Title)

1400 Northpoint Pkwy, Suite 10 West Palm Beach, FL 33407

(Address)

702-964-4969

(Phone Number) / (Fax Number)

leticia.antonio@thermofisher.com

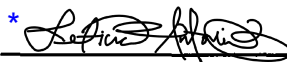
(email address)

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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Thermo Electron North America LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Leticia Antonio, Proposal Specialist

(Printed Name and Title of Authorized Representative)

4/6/2022

(Date)

702-964-4969 fax: (561)688-8731

(Phone Number) (Fax Number)

*In the event that we are awarded this RFQ, Thermo Electron North America LLC hereby requests to conduct limited negotiations on the Terms and Conditions. This bid submission is subject to Thermo Electron North America LLC expressly reserving the right to negotiate Terms and Conditions and in no way shall submission of this bid constitute acceptance of, or a waiver of any objection to, the Terms and Conditions.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ CME2200000004

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.

Thermo Electron North America LLC

Company



Authorized Signature

4/6/2022

Date

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

**REQUEST FOR QUOTATION
CRFQ CME2200000004
LC/MS/MS Triple Quadrupole Mass Spectrometer System**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Office of Chief Medical Examiner to establish a contract for a LC/MS/MS Triple Quad System.

NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: [HTTP://WWW.WVDHHR.ORG/PDFS/H1.5%20UTILIZATION%20REPORT%20AND%20EEO%20POLICY.PDF](http://www.wvdhhr.org/pdfs/H1.5%20UTILIZATION%20REPORT%20AND%20EEO%20POLICY.PDF)

- 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 warranty and preventative maintenance services for the contract items as more fully described in these specifications.

2.2 “Contract Item” means the purchase of one LC/MS/MS triple quadrupole mass spectrometer as more fully described by these specifications.

2.3 “Pricing Page” means the pages, contained in wvOASIS on which Vendor should list its proposed price for the Contract Items and Services.

2.4 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.5 “LC/MS/MS Triple Quad System” means a Liquid Chromatography with Tandem Mass Spectroscopy instrument system.

- 3. MANDATORY REQUIREMENTS: Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

3.1 LC/MS/MS Triple Quad System The LC/MS/MS Triple Quad System must include the following minimum specifications, features and accessories for an atmospheric pressure ionization tandem quadrupole mass spectrometer system coupled with an Ultra-High-Performance Liquid Chromatograph (UHPLC) for integrated LC/MS/MS analysis.

3.1.1 The preferred system for the liquid chromatograph and the mass spectrometer must have all items manufactured and serviced by the same company.

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- 3.1.2** The fully integrated software package must be able to operate and control both the mass spectrometer and liquid chromatograph instruments from a single unified operating platform.
- 3.1.3** The UHPLC components and LC/MS instrument must be manufactured in the United States of America to allow for quick access and shipping times.
- 3.1.4** The fully integrated software package must be able to operate and control both the mass spectrometer and liquid chromatograph instruments from a single unified operating platform.
- 3.1.5** Quantitative results, threshold levels or synchronized survey scans must have the ability to initiate qualitative data scans to generate additional data from a single injection that may be programed into the analytical methods.
- 3.1.6** The system must be capable of performing both qualitative and quantitative analysis on a sample in a single run.
- 3.1.7** The system must include the ability to perform solvent selection of up to 4 solvents per pump, as well as automatic column selection capability for up to 6 columns.
- 3.1.8** There must also be a flow diversion valve to assist in keeping the LC/MS interface clean.
- 3.1.9** The system must come with a second reservoir tray to hold all the mobile phase bottles from the pumping system.

3.2 UHPLC Front End: System Controller

- 3.2.1** UHPLC system must have a cooled autosampler with a capacity of a minimum of 2 deep well micro-titre plates (MTP); as well as a column oven that can cool and heat.
- 3.2.2** The system controller must have an integrated touch screen and show the system and each module status from across the room.

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- 3.2.3** The system controller must have a built-in reservoir tray to hold the mobile phase bottles and directly interface with a monitor to gravimetrically measure the amount of mobile phase remaining and alert users if additional mobile phase must be added to complete the loaded batch.
- 3.2.4** The system controller must allow users to monitor system status through a smart device and via the internet.
- 3.2.5** The controller must display error messages on the front panel for easy recognition.

3.3 Pumping System

- 3.3.1** Pumping system must have a binary high-pressure pumping system with 2 pumps.
- 3.3.2** Each pump must be able to flow up to 10 mL/min.
- 3.3.3** Each pump must have a 4-solvent selector on it to help change assays easily, rapidly and efficiently develop new methods, and rinse between methods.
- 3.3.4** During a batch, the pumping system must recognize it has a flow anomaly like a bubble and attempt to recover and continue the batch in an automated and unassisted fashion.
- 3.3.5** The pumping system must automatically startup the system and ramp the mobile phase once the column oven is ready.

3.4 Autosampler

- 3.4.1** The autosampler must have a cooler to keep samples from degrading during batches.
- 3.4.2** The autosampler must hold at least 2 Deep Well microtiter plates.

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- 3.4.3** The autosampler must accept different plate types such as 2 mL and Deep Well microtiter plates simultaneously to allow flexibility for different assays.
- 3.4.4** The autosampler must have a means to reduce condensation and to come to temperature quickly when opening to exchange plates.
- 3.4.5** Autosampler must have no more than a 7 second cycle time.
- 3.4.6** The autosampler must be a needle in the flow path design to maintain low carry over.
- 3.4.7** The autosampler must achieve the following carryover performance: 0.0015% without needle rinsing and 0.0003% with needle rinsing.
- 3.4.8** The autosampler must be able to do a total injection or variable volume injection to protect sample loss from happening.
- 3.4.9** The autosampler must be able to reproducibly inject as low as 0.1 μ L and as much as 50 μ L depending on assays.
- 3.4.10** The RSD for 0.1 μ L injections must be more than 0.5%.
- 3.4.11** The autosampler must be capable of performing sample pretreatment including dilution, reagent addition, co-injection of samples, stacked injection, and overlapped injection.
- 3.4.12** The autosampler must be able to do an automatic purge cycle.
- 3.4.13** The autosampler must have both front panel and software control to allow us to do routine tasks such as purge from the front panel.
- 3.4.14** The autosampler must have the ability to display the total operating time, needle and rotor seal usage and any error logs to help users establish SOP's and maintenance schedules based on samples.

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3.4.15 The plate or rack changer must be cooled to keep samples from degrading.

3.4.16 The plate or rack changer must accept different plate types such as 2 mL and Deep Well microtiter plates simultaneously to allow flexibility for different assays.

3.4.17 The plate or rack changer must also automatically recognize the plate type in each position and in the software.

3.5 Column Oven

3.5.1 The oven must be forced air to quickly get to its set temperature.

3.5.2 The column oven must have the ability to cool to at least 10 degrees below lab temperature and heat up to at least 70 degrees.

3.5.3 The column oven must have both front panel and software control to allow us to do routine tasks such as changing columns.

3.5.4 The column oven must be large enough to hold at least 6 columns of 25 cm length or 3 columns of 300 mm length.

3.5.5 The column oven must have the ability to display the total operating time, parts replacement and any error logs to help users establish SOP's (Standard Operating Procedures) and maintenance schedules based on lab samples.

3.6 Triple Quadrupole Mass Spectrometer

3.6.1 Must be capable of detecting a wide variety of analytes including toxins, drugs of abuse, prescription drugs and a variety of other compounds in human fluids and tissues.

3.6.2 The minimum sensitivity requirement for positive ion mode: S/N > 500,000:1 (RMS) for 1pg of reserpine on column.

3.6.3 The minimum sensitivity requirement for negative ion mode: S/N >500,000:1 (RMS) 1 pg chloramphenicol on column.

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- 3.6.4** To facilitate the analysis of a wide variety of analytes in a short chromatography window, the system must have the ability to perform fast polarity switching of 5msec.
- 3.6.5** The system must be capable of performing the following acquisition modes: Q1 Scan, Q3 Scan, Multiple Reaction Monitoring (MRM), Selected Ion Monitoring (SIM), Product Ion Scan, Precursor Ion Scan, Neutral Loss Scan, Data Dependent Scan (where the Product ion scans can be automatically initiated by precursor scans, neutral loss scans, Q1 scans, Q3 scans, or MRM results)
- 3.6.6** The LC/MS/MS must have a minimum mass range of 2-2000 m/z.
- 3.6.7** The mass assignment must be stable within 0.05 Da over a 24-hour time period to ensure data accuracy.
- 3.6.8** The minimum acceptable mass accuracy is: 0.1 Da.
- 3.6.9** The scan speed must be 30,000 amu/sec. This scan speed must be applicable to all scan functions: precursor, neutral loss, and product ion scans and must be able to be applied across the whole mass range.
- 3.6.10** The dynamic range must be 7 orders of magnitude.
- 3.6.11** The dwell time must be 0.8 msec.
- 3.6.12** The pause time must be 1msec.
- 3.6.13** The system must include a dual binary ultra-high pressure Liquid Chromatograph with integrated degassing.
- 3.6.14** The LC/MS/MS must come with both an electrospray ionization source as well as a dual ionization source which operates both ESI and APCI simultaneously and without splitting flow so that a wide variety of analytes in one injection can be analyzed.

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- 3.6.15** The dual ionization source must not reduce sensitivity (signal to noise) relative to the ESI source operation.
- 3.6.16** The ionization sources must be easy to remove without the use of tools. Must have the ability to remove and replace the inlet to the vacuum region of the LC/MS/MS without breaking vacuum, which means that all source maintenance can be performed without breaking vacuum.
- 3.6.17** The system must be capable of autotuning where both positive ion mode and negative ion mode are optimized automatically.
- 3.6.18** A single tuning standard must be available for use on the LC/MS/MS that is able to produce both positive and negative ions for both ESI and APCI sources.
- 3.6.19** The system must be capable of automatically restarting the vacuum system when the power resumes after a power failure.
- 3.6.20** The package must include software for multiple analyte quantitation and should include 5 additional seat licenses for that quantitation software so that data can be processed remotely.
- 3.6.21** The software must include a page layout function for *fast* generation of customized reports.
- 3.6.22** The software must include a method creation tool for automated, batch-type optimization of new compounds.

3.7 Nitrogen Generator

- 3.7.1** The supplied generator must meet the requirements of the LC/MS/MS system.

3.8 Plate changer

- 3.8.1** The system must include a plate changer to allow for expansion of up to 16 additional deep well microtiter plates.

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3.9 Customer Support and Service

- 3.9.1** To supplement the routine familiarization training done onsite, the vendor must supply at least 40 hours on-site training for the UHPLC front end and the LC/MS detector.
- 3.9.2** If the customer is unavailable to take advantage of the training during the first year, the expiration should be extended automatically and without penalty.
- 3.9.3** The system must include installation and familiarization training.
- 3.9.4** The system must include both phone and onsite technical support for the life of the instrument.
- 3.9.5** Field personnel must be made available for re-familiarizations.
- 3.9.6** The package must be protected by a service contract for 3 years past the date of installation.
- 3.9.7** This coverage must include emergency service as well as 2 full Premium Preventative Maintenance Visits.
- 3.9.8** The Nitrogen Generator must also have 3 years of warranty coverage.

3.10 Uninterruptable Power Supply

- 3.10.1** The package must include an Uninterruptable Power Supply (UPS) to power the system during a power outage or fluctuations until the generator is available.

3.11 Toxicology Spectral Libraries

- 3.11.1** The package must include applicable toxicology spectral libraries for comparison of detected compounds.

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Items and Services. The Contract shall be awarded to the Vendor that provides the Contract Item and Services 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 by entering the unit price for each Commodity Line. 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.

5. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 120 working days (twenty four weeks) after receiving a purchase order. Contract Items must be delivered to Agency at WV OCME, 619 Virginia St. West, Charleston, WV 25302.

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.

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 make arrangements for the return within

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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. PAYMENT:** Agency shall pay the amount, as shown on the Pricing Pages, for all Contract Services and deliverables performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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

10. VENDOR DEFAULT:

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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Dawn Konieczko
Telephone Number: _____
Fax Number: _____
Email Address: dawn.konieczko@thermofisher.com

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

THERMO ELECTRON

Name of Contracting Business Entity: NORTH AMERICA LLC Address: 1400 NORTHPOINT PKWY ST 10
WEST PALM BEACH, FL 33407

Name of Authorized Agent: LETICIA ANTONIO Address: 1400 NORTHPOINT PKWY ST 10

Contract Number: CRFR CUE 2200000004 Contract Description: LCMS / MS TRIPLE QUAD
System

Governmental agency awarding contract: DEPT OF ADMINISTRATION

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☒ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: [Signature]

Date Signed: 4/11/2022

Notary Verification

State of Nevada, County of Clark:

I, Leticia Antonio, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 11th day of April, 2022.

[Signature]

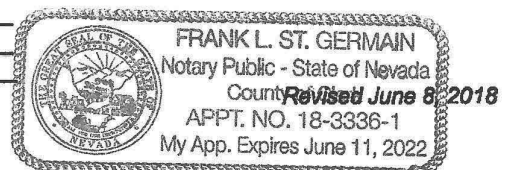
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



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: THUNDER ELECTION NORTH AMERICA INC

Authorized Signature: [Signature] Date: 4/11/2022

State of Nevada

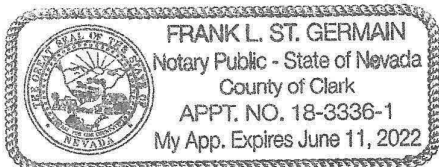
County of Clark, to-wit:

Taken, subscribed, and sworn to before me this 11th day of April, 2022.

My Commission expires June 11, 2022, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC



[Signature]
Purchasing Affidavit (Revised 01/19/2018)

Thermo Scientific Vanquish – Split Sampler HT/FT

Better separations, more results, easier interaction

Thermo Scientific™ Vanquish™ UHPLC system is designed to offer:

- **Better separations** with the power of the system to unveil more compounds than ever before
- **More results** with throughput, speed and sample capacity to boost workflow productivity
- **Easier interaction** to make the system a joy to work with

The Vanquish UHPLC system is designed to be an integrated UHPLC system, where the sampler handles the analytes with more accuracy.

Vanquish Split Sampler



Sample Injection for Highest Confidence in Peak Identification and Quantification

The Vanquish UHPLC system combines maximum injection precision with huge sample capacity and high-throughput capabilities. The fully biocompatible fluidics are consequently optimized for the highest ruggedness and uptime, even under the toughest system pressure and eluent conditions.

- Rely on your results thanks to unsurpassed sample dosage precision and intelligent sample pre-compression
- Take advantage of maximum sample integrity by innovative air stream cooling, even in challenging environments
- Enjoy incredibly easy method transfer and unlimited application flexibility by using customizable gradient delay volume
- Forget about tedious sample configuration thanks to an automated barcode reader

PRODUCT SPECIFICATIONS

Specification	Value
Operating Principle	Split loop injection
Pressure Range	VH-A10-A: 5–151 MPa (50–1517 bar, 700–22,000 psi) VF-A10-A: 2–103 MPa (20–1034 bar, 290–15,000 psi)
Injection Volume Range	0.01–25 µL, min. step = 0.01 µL; Optional: 0.01–100 µL
Injection Volume Accuracy	Typically $\pm 0.5\%$ for 10 µL water
Injection Volume Precision	<0.25% area RSD for 1 µL (caffeine in water) Typically <0.5% area RSD for 0.5 µL (caffeine in water)
Injection Linearity	$r > 0.99999$ (caffeine in water)
Injection Cycle Time	Down to 8 s depending on separation conditions
Minimum Sample Required	2 µL at 1 µL injection volume
Carry Over (UV)	<0.004% with Chlorhexidine; <0.0004% with caffeine (typically)
Needle Wash (external)	1 solvent, dip rinse and continuous rinse
Sample Compartment Temperature Range	4–40 °C (≥ 23 K below ambient at <80% RH)
Sample Temperature Accuracy	-2 °C/+4 °C
Sample Temperature Stability	± 1 °C
Dwell Volume	110 µL with sample loop of 25 µL (default configuration); 83 µL with sample loop of 10 µL
Sample Capacity	Any four of the following (SBS footprint) • 54 × 12 mm OD vials (≤ 1.5 mL) • 96 × 6, 7 and 8 mm OD vials (≤ 1.2 mL) • 24 × 15 mm OD vials (≤ 4 mL) • Well plates (96 and 384, deep and shallow) + capacity of 12 22.5 mm OD vials (≤ 10 mL) in the carousel
Automation Features	Barcode reading: • Empty segment detection • Rack/well plate verification • Inventory management
GLP	Predictive Performance functions for scheduling maintenance procedures based on the actual operating and usage conditions of the sampler. All system parameters logged in the Thermo Scientific™ Dionex™ Chromeleon™ Chromatography Data System Audit Trail.
PC Connection	USB 2.0; 3-port-HUB to connect further Vanquish modules
I/O Interfaces	2 × 6 pin Mini-DIN connectors each having functionality: 1 input, 1 relay out
Safety Features	Leak detection and safe leak handling
Wetted Parts	Sample flow path: Titanium, Ceramics, PEEK, MP35N, DLC Eluent flow path: MP35N, Titanium, Sapphire, PEEK, PTFE, Ceramics, DLC Wash liquid flow path: Silicone, PP, FPM, PEEK, PA
Biocompatible	Yes, pH range 2–12, chloride concentration up to 1 mol/L
Power Requirements	100–240 V AC, 50/60 Hz, max. 525 W/550 VA
Environmental Conditions	5–35 °C; 20–80% RH (non condensing)
Dimensions (h × w × d)	290 mm × 420 mm × 620 mm (11.4 in. × 16.5 in. × 24.4 in.)
Weight	25 kg (55.1 lb)

ORDERING INFORMATION

Description	Part Number	Description	Part Number
Vanquish Split Sampler HT	VH-A10-A	Sample rack, 54 position, 12 mm OD vials	6850.1023
Vanquish Split Sampler FT	VF-A10-A	Sample rack, 96 position, 6 mm OD vials	6850.1026
Sample loop, 10 µL, MP35N	6850.1915	7 mm OD vials	6850.1030
Sample loop, 25 µL, MP35N (default)	6850.1911	8 mm OD vials	6850.1034
Sample loop, 100 µL, MP35N	6850.1913		

Vials and well plates: see [Vanquish Sample Container Kit](#)

To order in the U.S., call 1-800-346-6390, or contact the Thermo Fisher Scientific office nearest you. Outside the U.S., order through your local Thermo Fisher Scientific office or distributor. Refer to the above part numbers.

To find a local representative, visit:

www.thermoscientific.com/chromatography

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Thermo Fisher Scientific
Sunnyvale, CA USA is
ISO 9001 Certified.

Thermo
SCIENTIFIC

A Thermo Fisher Scientific Brand



Thermo Scientific
Vanquish Flex UHPLC Systems

**Experience More Flexible
UHPLC Technology**

Thermo
SCIENTIFIC

Separate Yourself from the Status Quo



Every scientific breakthrough starts with a challenge

With more than 30 years of experience developing liquid chromatography products, we could have designed a system that simply improved upon what we had already produced. But our team of developers in Germany challenged the status quo. They had a vision to create a chromatography system that would excel in all aspects of chromatography and deliver uncompromised UHPLC.

The result was the Thermo Scientific™ Vanquish™ platform with unrivaled performance and throughput. The Thermo Scientific™ Vanquish™ Flex UHPLC systems enable users to run more chromatographic modes on an application-inspired UHPLC platform for biopharmaceutical, chemical, environmental and food analyses.

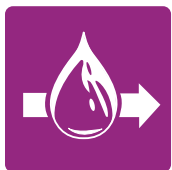


Benefits of the Vanquish Flex UHPLC Systems

In today's challenging research and production environments, companies are being asked to cut costs without compromising quality, operational efficiency and performance. At the same time, there is significant pressure to increase productivity and drive innovation.

The Vanquish Flex UHPLC systems are tools to enable you to meet these goals. Whether you need an LC or LC-MS solution, the flexibility of binary or quaternary solvent blending provides the most advanced performance through better separations, more results and easier interaction.





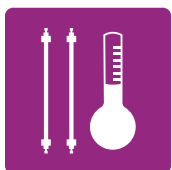
Drive the Separation

with a selection of pump types that fit your application



Handle the Sample

with accuracy for confidence in results



Control the Separation

with advanced thermostating to optimize your chromatography



Detect the Analyte

with multiple detection options to see the complete picture



Seamless MS Integration

with dedicated solutions for exceptional LC-MS performance



Transfer Your Method

with unique tools to easily transfer methods between your lab



Expand Capabilities through Software

with the gold standard chromatography data system for regulatory compliance



Innovative Architecture

with attention to detail to enhance and simplify all aspects of chromatography



Drive the Separation

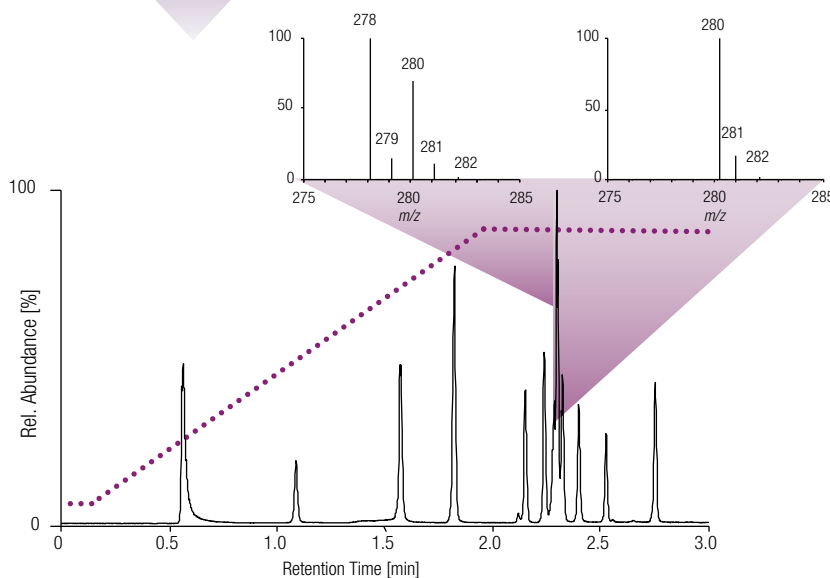


Engineered with a biocompatible flow path, the Vanquish Flex systems are available with two pump options, binary and quaternary. The Vanquish Flex systems enable you to run more chromatographic modes on an application-inspired UHPLC platform.

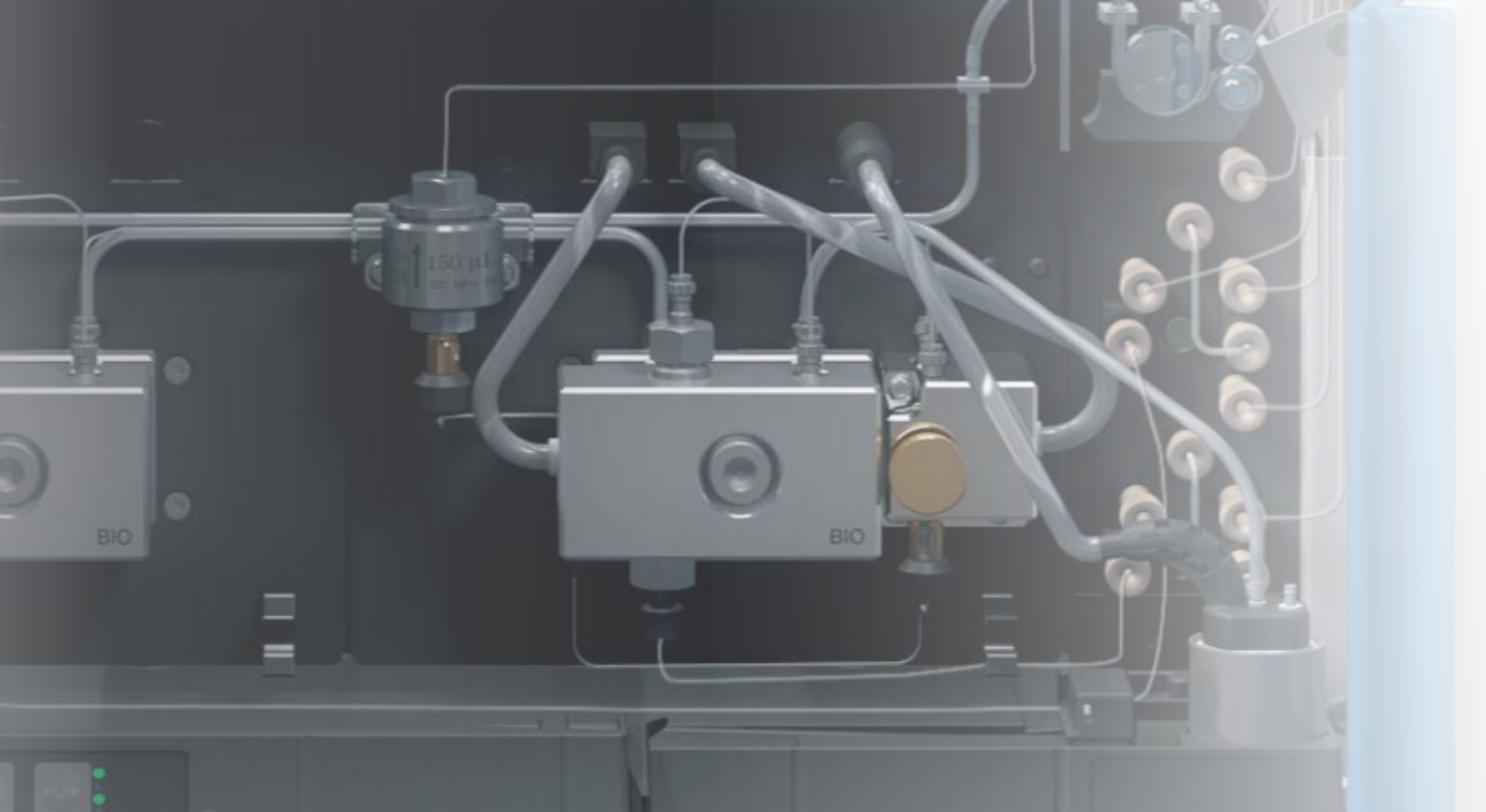
- 1000 bar (15,000 psi) of pump pressure and flow rates up to 8 mL/min
- Industry-leading flow and gradient precision
- Four solvent channels for quaternary solvent mixing or two out of six solvent channels for binary solvent mixing
- Maximum application flexibility from biocompatible fluidics and UHPLC pressures
- Obtain highest data confidence from excellent retention time precision

Speed for LC-MS

The Thermo Scientific™ Vanquish™ Flex Binary system provides you with the power you need for high-throughput capabilities and fast separations in LC-MS and LC applications.

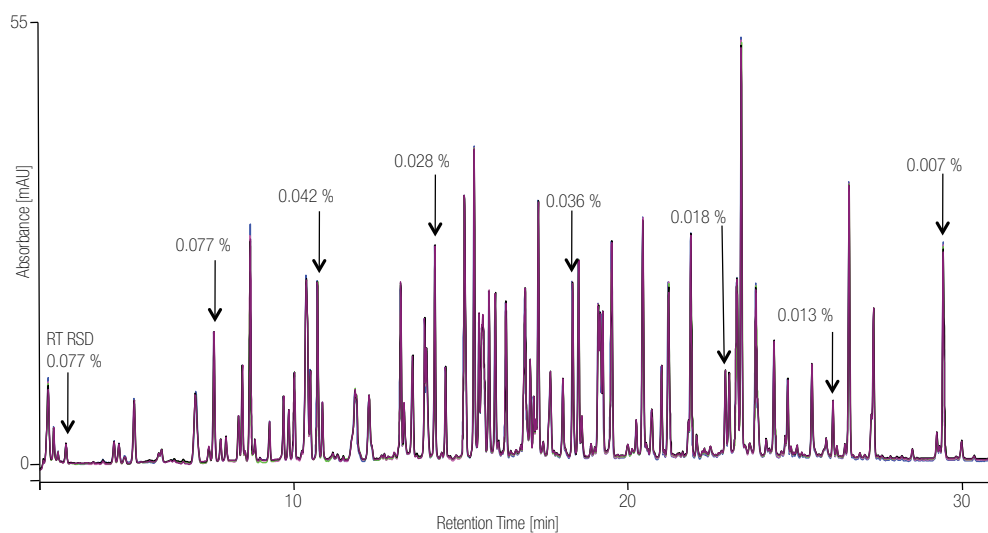


High-throughput pesticides analysis by full scan LC-MS presented as extracted ion chromatogram.



Flexibility for High-Resolution LC

The Thermo Scientific™ Vanquish™ Flex Quaternary system gives you the flexibility to deliver excellent binary, ternary and quaternary gradients, ideal for method scouting and buffer blending.



Five replicate injections in peptide mapping of a BSA tryptic digest.

Binary or Quaternary Pump

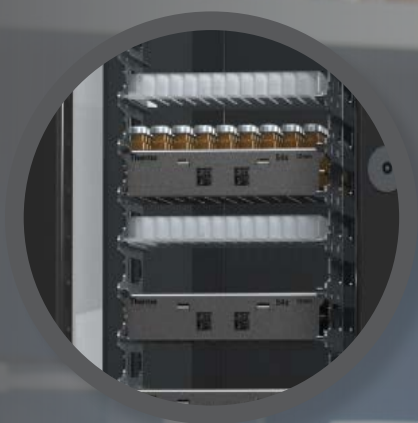
The Vanquish Flex Binary system mixes solvents after the pump head, resulting in a very low delay volume.

The Vanquish Flex Quaternary system mixes solvents before the pump head. This enables multicomponent gradients with up to four solvents.

Both pump types use our patent-pending Thermo Scientific™ SmartFlow™ solvent delivery technology with automatic compressibility compensation. This ensures excellent flow and gradient precision independent of eluent composition.

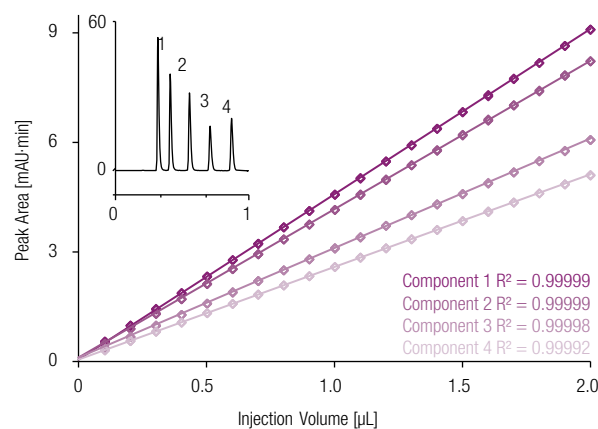


Handle the Sample



The Vanquish Flex systems supply the highest injection precision, sample capacity and throughput capabilities.

- Unsurpassed sample dosage precision
- Reproducibility and enhanced column lifetime by Thermo Scientific™ SmartInject technology
- Method transfer made easy using the customizable gradient delay volume feature
- Increased sample capacity with the Thermo Scientific™ Vanquish™ Charger module for up to 23 well plates and 8832 samples
- Automate workflows with barcode reading



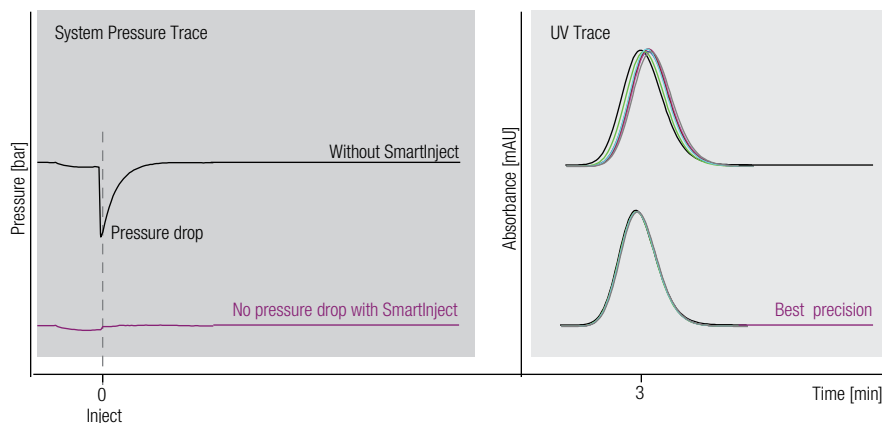
Excellent linearity from 100 nL to 2 μL with a step of 100 nL.

Why SmartInject?

During injection, the sample loop at atmospheric pressure is placed in line with the high pressure flow path, resulting in a pressure drop.

With regular UHPLC systems this adversely affects retention time precision and column lifetime.

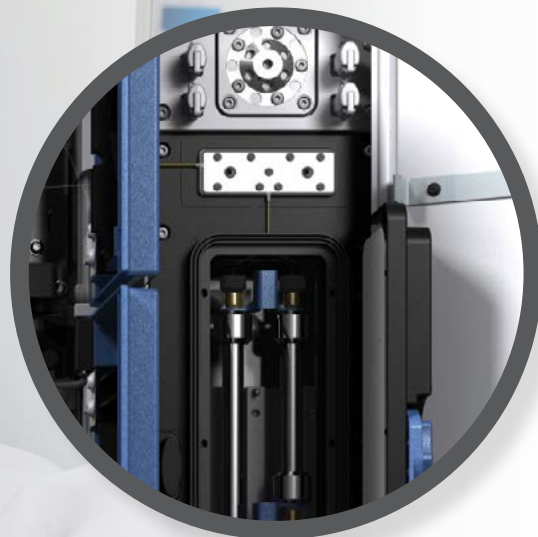
SmartInject automatically eliminates the pressure drop providing data confidence and reduced cost of ownership.



Elimination of pressure drop after injection by SmartInject using intelligent sample pre-compression for best retention time reproducibility (6 replicates) and enhanced column lifetime.

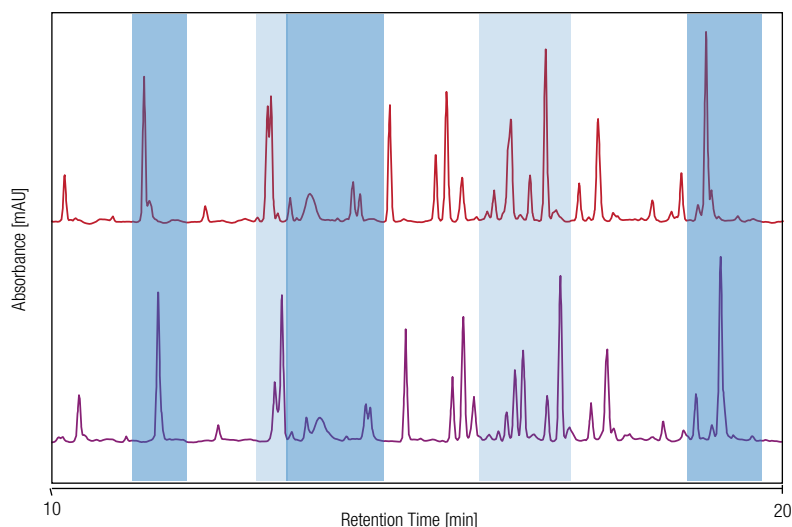


Control the Separation



Temperature changes retention, selectivity and efficiency in chromatography. The Vanquish Flex systems help control the separation with maximum efficiency and resolution through temperature control. Recreate the thermal conditions of other HPLC systems with a single click to make method transfer easy.

- Still air and forced air thermostating modes
- Active or passive pre-heating
- Up to three column compartments for method scouting
- 5 to 120 °C temperature range
- Track your column records with the new column ID system

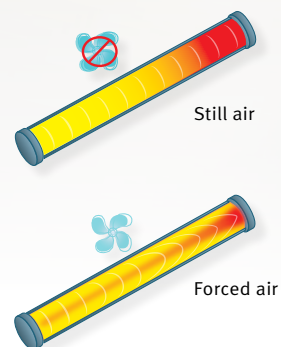


The thermostating mode can influence the separation of critical peak pairs. Here, light blue indicates where forced air is better. The darker blue shows where still air generates better results.

Why Temperature Control Matters

Very complex temperature dynamics take place inside the column. Particularly under UHPLC conditions, frictional heat distribution inside the column can affect data quality.

The Vanquish column compartment has the widest range of temperature control capabilities, ensuring that there is a setting for even the most challenging separations.





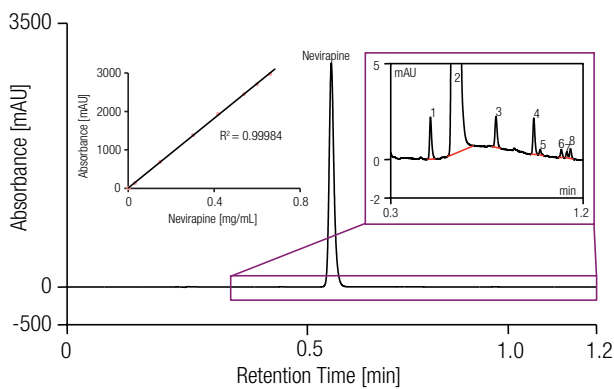
Detect the Analyte

Detection Technology for Every Application

Choosing the right detection technology is key to revealing all components of interest in an analysis. The Vanquish Flex systems cover this need with a wide range of detection capabilities that can be easily integrated and combined.

Industry-Leading Diode Array Detection

Increase your detection sensitivity by low baseline noise and low dispersion Thermo Scientific™ LightPipe™ flow cells.



High-speed Nevirapine impurity analysis with diode array detection.

Cost-Effective and Reliable UV-Vis

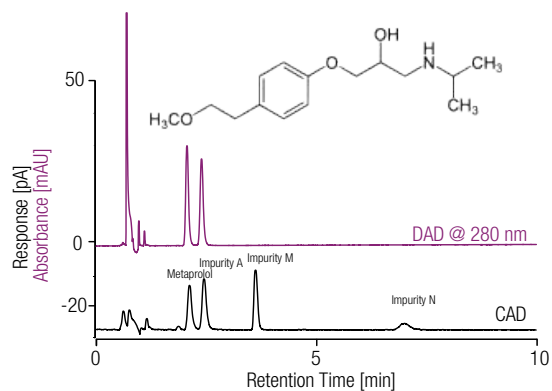
Streamline lab capability with excellent trace detection and linearity in targeted compound analysis.

Powerful Fluorescence Detection

Record even more sensitive signals for fluorescent compounds.

Unique Charged Aerosol Detection

Detect compounds that lack a chromophore or poorly ionize.



Simultaneously detect Metoprolol and impurities.

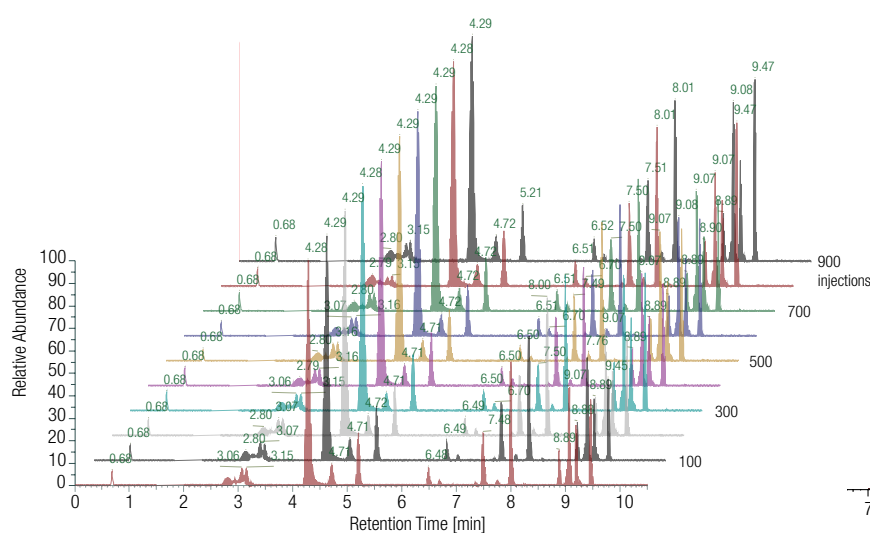


Seamless MS Integration



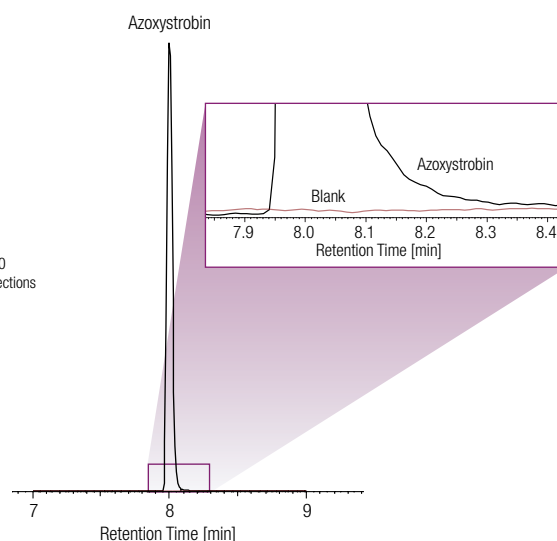
Confidence in Accurate and Efficient LC-MS Quantification

Designed for high reproducibility, reliability, and throughput, the Vanquish Flex Binary system consistently delivers exceptional LC-MS performance. For single point control of your LC-MS setup, it seamlessly integrates with our LC-MS software.



Retention time stability for 900 injections of 18 pesticides in onion matrix.

- Best-in-class retention time precision for optimal selected-reaction monitoring (SRM)
- Excellent peak shape reproducibility from the first to the last injection



Carry-over determination with a blank injection after a 500 ppb Azoxystrobin injection.

- Minimum carry-over for reliable trace level LC-MS quantification



Transfer Your Method



Transferring methods between instruments and departments can be a challenge for scientists. Method transfer is more than just taking the same column. In certain cases it requires fine-tuning of the system to make results match. The Vanquish Flex systems make transferring methods easy. With its software and hardware capabilities, you can easily address the two main factors affecting method transfer, gradient delay volume and column temperature, allowing for a seamless transition.

Select from a variety of mixers to modify the delay volume similar to the source system.



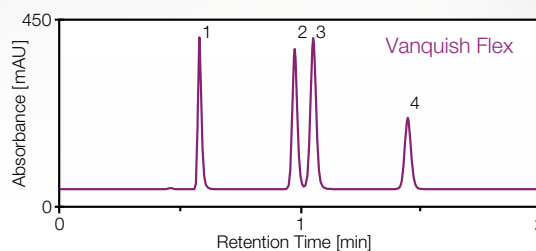
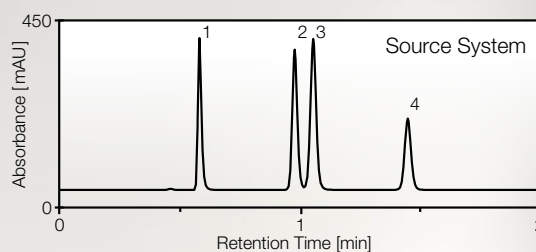
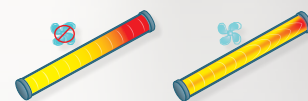
Fine-tune the delay volume with the metering device of the sampler and Thermo Scientific™ Dionex™ Chromeleon™ Chromatography Data Systems (CDS) software.

Volume adjustment

Thermostating

Recreate consistent column temperature of any UHPLC system by eluent pre-heating for best retention time match.

Still air or forced air mode the Chromeleon software mimics the behavior of the source column oven.





Expand Capabilities through Software



The Gold Standard Chromatography Data System Software

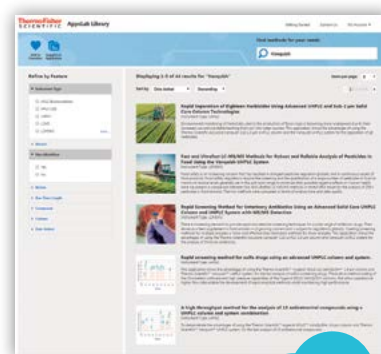
The Vanquish Flex systems perfectly integrate with our industry-leading Chromeleon CDS. Designed with operational simplicity in mind, Chromeleon CDS facilitates the Vanquish promise of easier interaction, delivering a new UHPLC experience.

- Monitor data acquisition live in the ePanel or sequence overview
- Protect your work from data loss during a network failure
- Reduce training effort in the lab with intuitive eWorkflows
- Use integrated mass spectrometry support for single point control of Vanquish LC-MS setups

AppsLab Library

Search, find, and download applications with the Thermo Scientific™ AppsLab Library of Analytical Applications. This online application repository offers examples and complete methods for immediate execution within Chromeleon CDS.

- Access to LC, LC-MS, GC, GC-MS, IC, and IC-MS applications in a single online location
- Quick identification of optimum chromatographic separation conditions
- Shared community experiences by rating and commenting on applications
- Interact directly with application experts through “ask the expert” and “suggest an application” options





Innovative Architecture

1 Most Versatile Detection Capabilities

Differing molecular characteristics of your analyte, from small molecules to complex biomolecules, necessitate multiple detector methodologies. The Vanquish Flex systems have been built to utilize a wide range of analytical detectors, including mass spectrometry (MS), diode array detection (DAD), charged aerosol detection (CAD), variable wavelength detection (VWD), and fluorescence detection (FLD).

2 Precise Sample Handling

Offers premium ruggedness and uptime, by ten times lower injection volume than industry average and the highest precision at low injection volumes < 1 µL.

3 Delivering Powerful Separations

The Vanquish Flex systems are designed around the column, the core to every LC separation. Our growing family of Thermo Scientific™ Vanquish™ UHPLC columns, partnered with the Vanquish UHPLC platform ensure superb chromatographic separations.

4 Unique SmartInject Technology

Superior retention time precision and enhanced column protection by intelligent sample pre-compression.

5 Easier Sample Handling

Forget about tedious rack configuration thanks to the automated barcode reader.

6 Higher Sample Throughput

High sample capacity as standard (four plates vs two plates on industry average). Increase capacity further still via the optional charger.

7 Proprietary Injection and Switching Valves

The valves used in the Vanquish Flex systems are designed to meet the performance and longevity needs to make UHPLC run robustly and routinely. The valves are long-life, biocompatible and follow a no maintenance philosophy.

8 Easier Operation

Uses patented tool-free finger-tight Thermo Scientific™ Viper™ fittings with near-zero dead volume operation and ergonomic design.

9 Versatile Column Management

Greater column capacity (two 30 cm columns or a greater number of shorter columns), plus class-leading temperature range and temperature stability.

10 Simple Maintenance

Modules can be repaired without de-stacking by drawer concept, each unit has handles for ease of maneuvers, plus smart, light bars on the system front and tool free maintenance.

11 Accurate Flow for More Data Confidence

Improved data precision with up to ten times better flow accuracy than other UHPLC systems (0.1% vs 1%), plus 10× lower and 4× higher flow rate capability than most other systems.

12 Keep Your Lab Tidy

The built-in drawer stores accessories, related documents, or any other useful material for the system.



Our Promise To You

We help scientists meet the challenges they face in the lab or in the field every day. From routine analysis to new discoveries, our innovations help professionals do the science they need to do, the way they want to do it. Our high-end analytical instruments, laboratory equipment, software, services, consumables and reagents help our customers solve complex analytical challenges and increase laboratory productivity.

Whatever the challenge, we are there.

Unity Lab Services

We take serving science seriously, providing a single source for integrated lab service, support and supply management. Our customized service offerings and world-class service experts have the flexibility and experience to uniquely address your business needs.

As your laboratory partner, Unity Lab Services maximizes your ability to focus on science and drive innovation by providing you with what you need, when you need it.

Let our expertise complement yours.

Service Options Tailored For Your Lab

Our selection of service options is provided to help lower the cost of ownership, improve instrument uptime and give you greater peace of mind.



thermofisher.com/chromatography



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Thermo
SCIENTIFIC

A Thermo Fisher Scientific Brand

TSQ Quantis Plus triple quadrupole mass spectrometer

Extended quantitative performance made accessible

Benefits

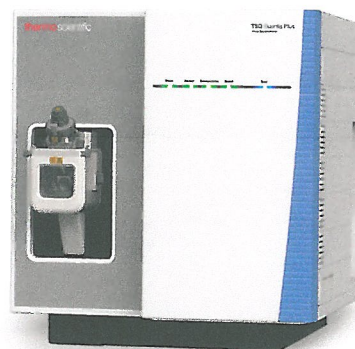
- Reliability, robustness, and confidence is achieved with enhanced Thermo Scientific™ Active Ion Management (AIM+) technology
- QR4 segmented quadrupoles with hyperbolic surfaces deliver best-in-class sensitivity, consistently and reproducibly
- Ultra-fast selected-reaction monitoring (SRM) enables robust quantitation of more compounds faster
- Gives industry-leading polarity switching times that include signal stabilization
- Seamless integration with application-specific software ensures ease-of-use and productivity
- Provides automated compound optimization and intuitive instrument interface that increases productivity
- Access to the comprehensive Thermo Scientific™ mzCloud™ compound database

The Thermo Scientific™ TSQ Quantis™ Plus triple quadrupole mass spectrometer offers next-level productivity, versatility, and performance for precise and accurate high-throughput targeted screening and quantitation. Enhanced acquisition speed, sensitivity, simplicity, and optional differential ion mobility, combined with proven robustness and reliability, address your challenging matrices and applications.

Hardware features

Active Ion Management

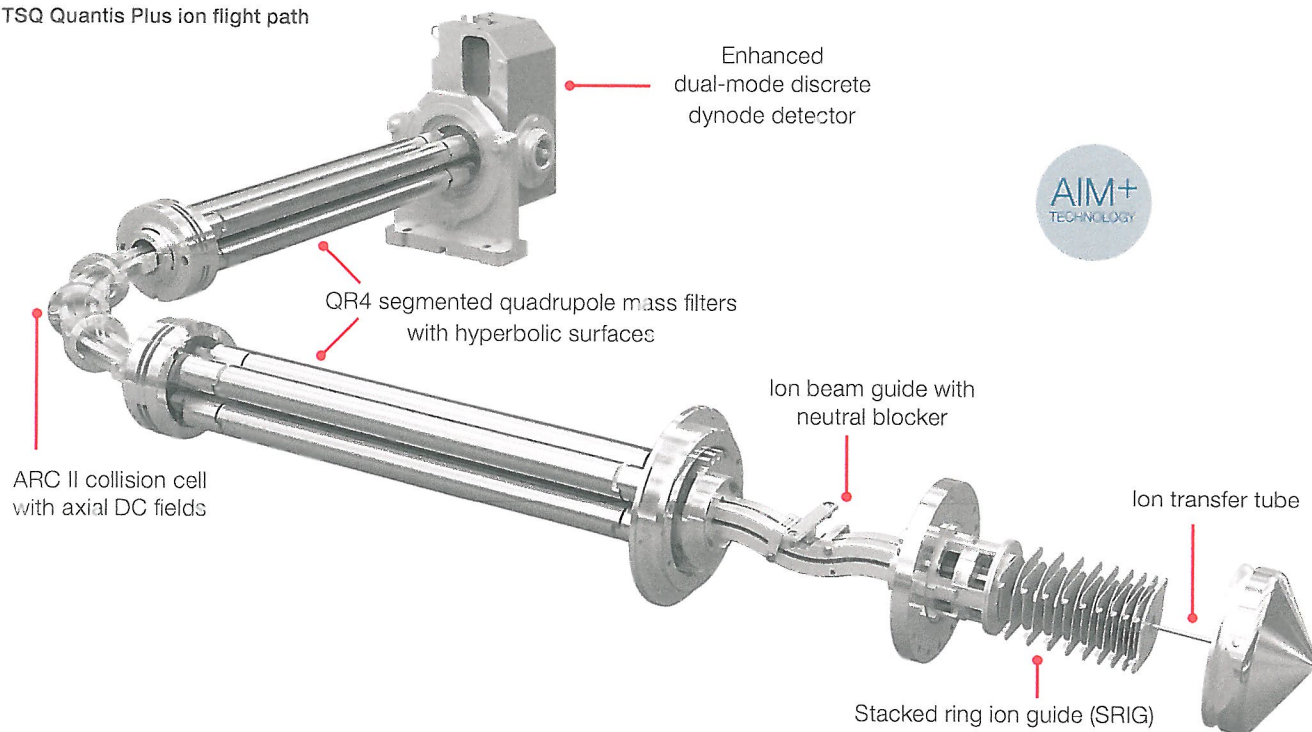
AIM+ technology maximizes ion transmission, from inception to detection, with novel hardware designs to precisely manage electrical fields and remove sources of noise, achieving unprecedented levels of quantitative performance.



Thermo Scientific™ OptaMax™ NG API source

- Automatic connection of all gases and voltages on installation simplifies operation and improves reliability
- Automatic source recognition simplifies use and data logging
- Sweep gas reduces chemical noise
- Enhanced exhaust port efficiently removes solvent vapor, improving uptime and reducing chemical noise
- Flexible X, Y, and Z positioning for all ionization probes maximizes performance
- Optimal 60-degree spray angle
- Integrated APCI functionality with interchangeable HESI and APCI ionization probes
- APPI compatibility
- Dedicated mass calibration probe

TSQ Quantis Plus ion flight path



Ion transfer tube and sweep cone

Designed for worry-free operation, the ion transfer tube and sweep cone provide maximum robustness and tool-free maintenance.

Ion optics

Stacked ring ion guide RF lens

The stacked ring ion guide (SRIG) provides broad transmission curves and transfers ions into the vacuum region with minimum fragmentation to maximize sensitivity.

Ion beam guide and neutral blocker

The ion beam guide, with its neutral blocker, stops neutrals and high-velocity clusters, keeping the ion path cleaner, reducing noise, increasing sensitivity and robustness, that ensures instrument uptime.

QR4 segmented quadrupole mass filter with hyperbolic surfaces (Q1 and Q3)

Segmented hyperbolic-surface quadrupole mass filters with 4.0 mm field radius deliver industry-leading ion transmission across the mass range at resolutions up to 0.4 Da FWHM for maximum sensitivity at all masses and resolutions.

Active Reaction Collision cell II (ARC II)

The 90-degree high-pressure argon-filled collision cell produces efficient fragmentation for high sensitivity while guiding ions away from neutral reaction products to reduce noise. The new design improves stability and transmission of low-mass product ions as well as product ions generated from large m/z differences between precursor and product ions, critical for key applications.

The axial DC field speeds ion transits through the collision cell yielding up to 600 SRMs/sec with zero cross-talk, providing excellent sensitivity and speed.

Detector

- Discrete-dynode detector with increased surface area greatly extends the detector lifetime
- Dual-mode function increases sensitivity by operating in pulse-counting mode when ion flux is low and analog mode when ion flux is high
- Greater than six orders of dynamic range provide high-confidence quantitation

Vacuum system

- Four-stage differentially pumped vacuum manifold
- Advanced triple-inlet turbomolecular pump integrated with the vacuum manifold
- Single-stage, oil-sealed Rotary Vane vacuum-pump configuration
- Environmentally friendly dry-pump

Integrated divert valve and syringe pump

Fully automated data system control of the divert valve and syringe pump with plug-and-play support.

Automated control of the divert valve enables switching of the solvent front, gradient end point, or any portion of the HPLC run to waste.

Optional ion sources

- Thermo Scientific™ EASY-Spray™ NG ion source is designed for maximum nanospray performance with no need for adjustments
- Thermo Scientific™ Nanospray Flex™ NG ion source is designed for ultimate nanospray performance with complete flexibility of column selection
- Thermo Scientific™ VeriSpray™ PaperSpray™ ion source enables seamless integration of paper spray technology for direct MS-based ionization
- Thermo Scientific™ OptaMax™ Duet NG ion source enables HESI and APCI functionality without manual changes in the hardware configuration
- Thermo Scientific™ FAIMS Pro Duo interface improves signal-to-noise ratio by reducing isobaric interferences

Software features

Data system

- High-performance PC with Intel® microprocessor
- High-resolution LCD color monitor
- Microsoft® Windows® 10 operating system (64-bit)

Standard MS software

- Thermo Scientific™ Xcalibur™ processing and instrument control software
- Thermo Scientific™ FreeStyle™ processing software
- Tune editor for system calibration, diagnostics, and manual data acquisition
- Fully automated loop injection or infusion-based compound optimization directly incorporated into the instrument method.
- Method editor with comprehensive application-specific template library and intuitive user interface to facilitate method development
- Thermo Scientific™ mzCloud™ database access allowing importation of compound name, SRM transitions, and collision energies
- Dwell time weighting factor for optimizing efficient SRM acquisition
- Visual display of relationship between chromatographic peak width and data points per peak to determine optimum quantitative performance

- FAIMS Compensation Voltage (CV) optimization routine performed on a chromatographic time scale
- Integration with multiple vendors' LC systems and autosampler configurations through Xcalibur software

Scan functions

- Highly sensitive full-scan MS
- Selected-ion monitoring (SIM)
- SRM with up to 30,000 SRMs definable and up to 600 SRMs/sec and timed SRMs
- High-resolution (0.4 Da FWHM) selected-reaction monitoring (H-SRM)
- Product ion scan
- Precursor ion scan
- Neutral-loss scan
- Reverse energy ramp MS/MS spectra (RER) gives information-rich MS/MS spectra for compound identification
- Polarity switching capabilities
- Quantitation-enhanced data-dependent (QED) MS/MS
- Mixed Mode Scan Function
- Automated on-the-fly adjustment of retention time windows (dynamic retention time—dRT) to accommodate chromatographic fluctuations

Optional application-specific software

- Thermo Scientific™ Chromeleon™ Chromatography Data System (CDS) software unifies workflows for routine quantitative MS analysis
- Thermo Scientific™ TraceFinder™ software simplifies method development and routine analysis in food safety, environmental, clinical research, and forensic toxicology laboratories
- Supports the use of Skyline software (MacCoss Lab, University of Washington)
- mzCloud database integration allows access to more than 19,000 compounds

Performance specifications

Sensitivity*

Positive electrospray (HESI)

A 5 μL injection of a 200 fg/ μL reserpine solution will produce a minimum signal-to-noise ratio of 500,000:1 for the transition of the protonated molecule at m/z 609.3 to the fragment ion at m/z 195.1 when operated in SRM mode with Q1 and Q3 resolution set to 0.4 and 0.7 Da FWHM respectively.

Atmospheric pressure chemical ionization (APCI)

A 5 μL loop injection of a 200 fg/ μL reserpine solution will produce a minimum signal-to-noise ratio of 50,000:1 for the transition of the protonated molecular ion at m/z 609.3 to the fragment ion at m/z 195.1 when operated in SRM mode with Q1 and Q3 resolution both set to 0.7 Da FWHM.

Negative electrospray (nHESI)

A 5 μL loop injection of a 200 fg/ μL chloramphenicol solution will produce a minimum signal-to-noise ratio of 500,000:1 for the transition of the deprotonated molecular ion at m/z 321.0 to the fragment ion at m/z 152.0 when operated in SRM with Q1 and Q3 resolution set to 0.7 Da FWHM.

Mass range

m/z 2–3000

Resolution

Q1 and Q3 adjustable to 0.4 Da peak width (FWHM) across the entire mass range

Scan rate

- 15,000 amu/second at a resolution of 2 Da FWHM
- Up to 600 SRMs/sec (for resolutions from 0.4 through 2.0 FWHM)
- Polarity Switching: 5 msec electronic switching time that includes signal stabilization

Mass stability

Mass assignment will be within ± 0.1 Da over a 24-hour period. The laboratory room temperature must be maintained between 18–27 °C (65–81 °F). The room temperature may not change by more than 5 °C (9 °F) during this period.

Installation requirements

Power

- Two 230 Vac $\pm 10\%$, 50/60 Hz at 16 A minimum
- Four 120 Vac $\pm 6\text{--}10\%$, 50/60 Hz at 20 A or four 230 Vac $\pm 10\%$, 50/60 Hz at 13 A

Gas

- Collision gas: 99.995% pure Argon (99.995% Nitrogen also supported)
- Collision gas supply pressure: 135 \pm 70 kPa (20 \pm 10 psig)
- Sheath/aux/sweep gas: 99% pure Nitrogen
- Sheath/aux/sweep gas supply pressure: 690 \pm 140 kPa (100 \pm 20 psig)
- Maximum gas consumption: ~ 20 L/min
- Maximum gas consumption with the FAIMS Pro Duo interface installed: ~ 55 L/min

Environment

- Functional temperature range: 15–27 °C (59–81 °F)
- Optimal temperature range: 18–21 °C (65–70 °F)
- Heat output: 1,550 W (5,400 Btu/h)
- Total system heat output with oil-sealed pump: 3050 W (10,407 Btu/h)
- Total system heat output with dry pump: 2700 W (9,050 Btu/h)
- Particulate matter: <3,500,000 particles per cubic meter of air (<100,000 particles of >5 μm diameter per cubic foot of air)
- Relative humidity: 20% to 80%, without condensation
- Floors must be free of vibration

*The signal-to-noise ratio is a manufacturing specification only. The signal-to-noise ratio specifies the minimum system response expected in accordance to the performance test for Reserpine and Chloramphenicol evaluated under the Thermo Fisher Scientific guidelines. The specified signal-to-noise ratio in the product specification sheet does not represent the limit of detection or limit of quantitation of the mass spectrometer or any assay. TSQ Quantis Plus system is tested and installed according to TSQ Quantis Plus MS installation Work Instructions.

Dimensions

Size

- TSQ Quantis Plus MS: 680 × 760 × 840 mm
(h, w, d – 27 × 30 × 33 in)
- 2 Oerlikon® SV 65 forepumps: 270 × 320 × 489 mm
(h, w, d – 10 × 13 × 19 in)
- Leybold EcoDry™ 65 Plus forepump: 298 × 320 × 623 mm
(h, w, d – 11.7 × 12.6 × 24.5 in)

Weight

- TSQ Quantis Plus MS: 125 kg (275 lb)
- Oerlikon® SV 65 forepump: 52 kg (115 lb)
- Leybold EcoDry™ 65 Plus forepump: 43 kg (95 lbs)

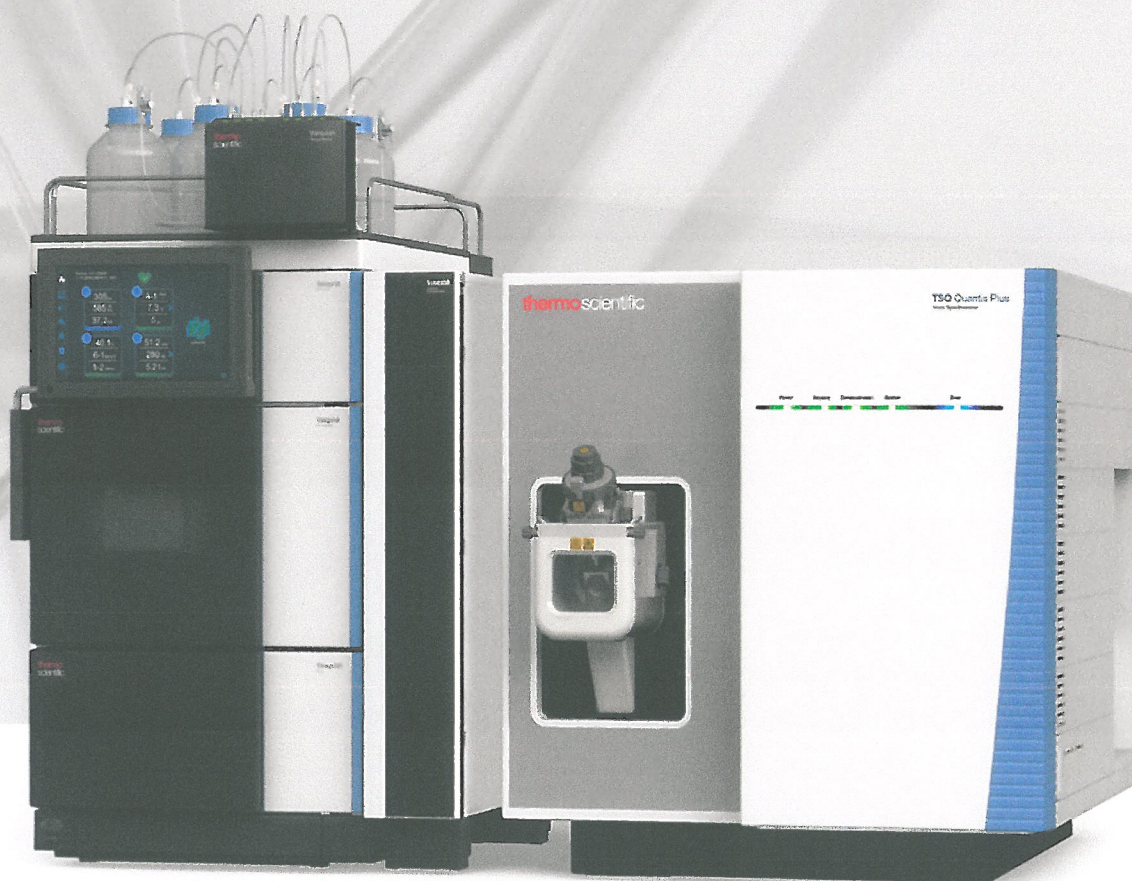
 Learn more at thermofisher.com/QuantisPlus

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thermo scientific

Excel in productivity

Extended quantitative performance made accessible

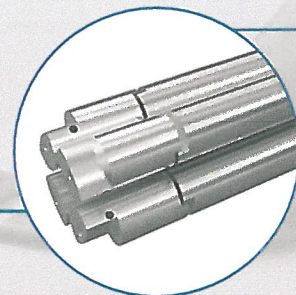
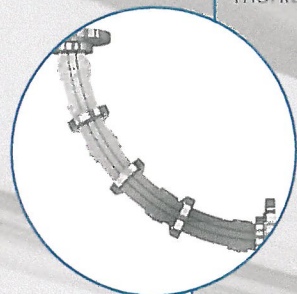
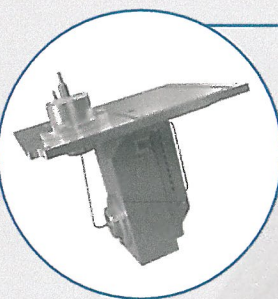


TSQ Quantis Plus triple quadrupole
mass spectrometer

ThermoFisher
SCIENTIFIC

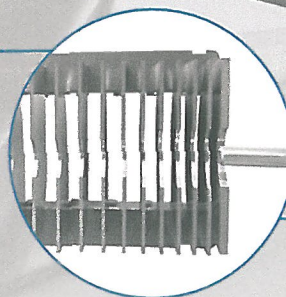
Advance your quantitative capabilities: TSQ Quantis Plus MS with **AIM+** Technology

Active Reaction Collision Cell II (ARC II) with axial DC fields
Enables ultra-fast selected reaction monitoring (SRM).



Ion transfer tube and sweep cone
Provide maximum robustness and tool-free maintenance.

Stacked ring ion guide (RF lens)
Efficient ion introduction minimizing fragmentation and maximizing sensitivity.



Quantitative throughput with confidence

Laboratory demands continue to increase with new requirements for more compounds at lower levels. You need a solution you can trust to deliver effective and efficient workflows, day after day. The Thermo Scientific™ TSQ Quantis™ Plus mass spectrometer delivers robust and reliable quantitation with the sensitivity and selectivity required to meet your workflow needs. Designed with ease-of-use in mind to ensure maximum productivity for every user in every laboratory.

Sensitive, selective, fast

Innovations to the ion source, quadrupole mass filters, collision cell, and RF electronics provide the sensitivity, speed, reliability, and consistency to confidently quantify compounds, day after day.

Robust, reliable, reproducible

The TSQ Quantis Plus mass spectrometer is designed for stable, reliable performance, and incorporates innovative approaches to increase robustness and reduce maintenance requirements. Every TSQ Quantis Plus mass spectrometer will produce data that you can have confidence in.

Active Ion Management Plus (AIM+) Technology

The next step in precision design delivers the ultimate in ion management, inception to detection, from the Thermo Scientific™ OptaMax™ NG ion source housing to the enhanced electron multiplier. AIM+ Technology incorporates segmented quadrupoles and enhanced RF electronics to further optimize ion management precision, reliability, speed, and reproducibility.

Designed to ensure confidence in your results

To achieve your business and scientific goals, you need results you can count on. Regardless of your application, the TSQ Quantis Plus triple quadrupole mass spectrometer enables targeted quantitation workflows that ensure high-quality results and confidence through innovative designs that provide exceptional reliability, consistency, robustness, and the sensitivity you need to meet your workflow needs.

Enhanced dual-mode discrete-dynode electron multiplier detector

Extends multiplier lifetime with increased surface area. Maintains excellent linearity and dynamic range.

QR4 segmented quadrupole mass filter with hyperbolic surfaces

Enhances ion transmission and consistency to ensure excellent sensitivity and reproducible results across instruments and over time for increased productivity.

Ion beam guide with neutral blocker

Provides robust performance and maximum sensitivity by blocking neutrals and efficiently transmitting ions.

OptaMax NG ion source APCI-ready

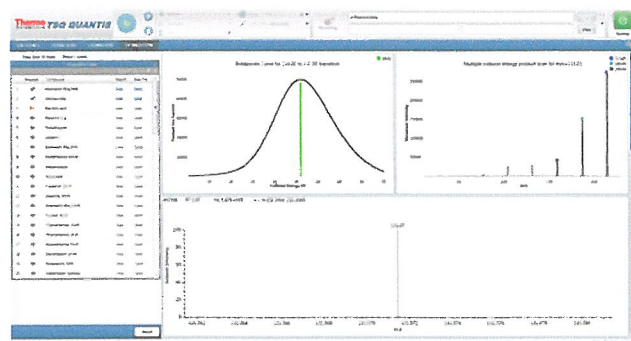
Automates all gas and voltage connections for ease-of-use. Provides optimizable spray position for ultimate performance in HESI or APCI mode.

Everyday usability to maximize productivity

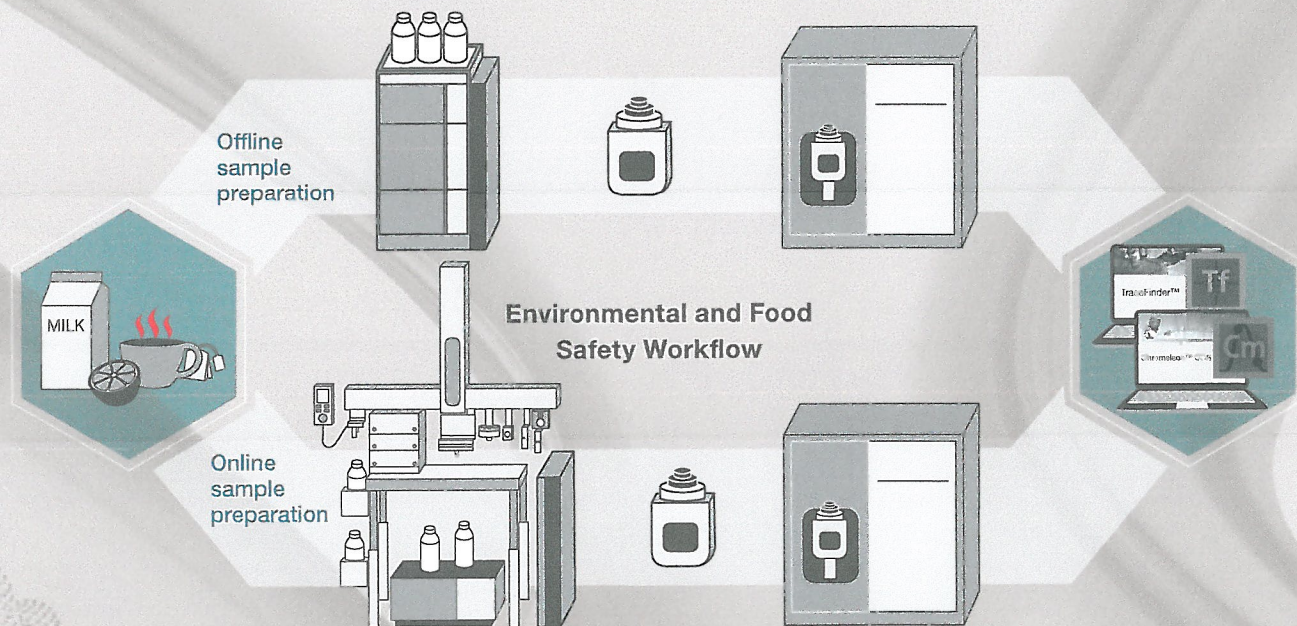
The TSQ Quantis Plus mass spectrometer provides practical ease-of-use and performance features to increase productivity.

- Simple maintenance and an intuitive calibration routine
- Integration of Thermo Scientific™ mzCloud™ database enables confident method building or expansion
- Automated compound optimization with dwell time prioritization
- Selected Reaction Monitoring (SRM) visualization and optimization
- Streamlined data review and reporting

Automated Compound Optimization—
User-defined list of compounds optimized automatically



Keep up with regulatory limits in Environmental and Food Safety testing

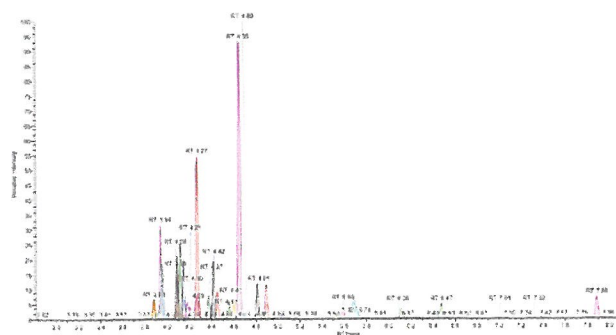


The TSQ Quantis Plus mass spectrometer enables environmental and food safety testing labs to address regulatory requirements with ease.

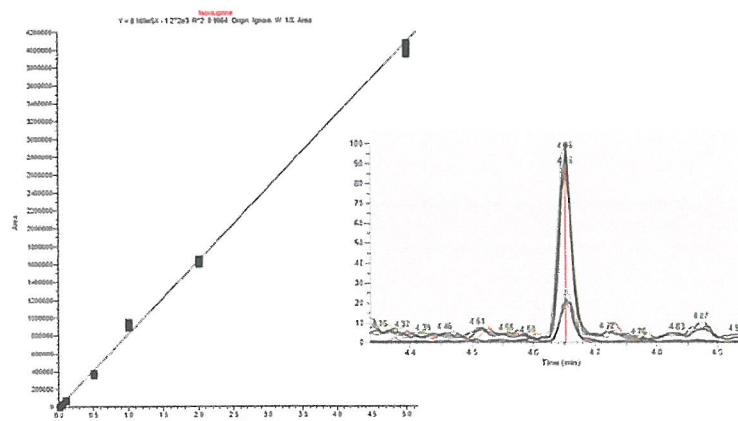
- **Increased confidence**—Improved low-mass product ion transmission

- **Streamlined workflows**—Automated compound optimization and application-specific methods and reports
- **Superior acquisition speed**—Fast polarity switching and SRM acquisition speeds enable complex methods coupled to UHPLC and HPIC separations

Monitoring multiple compounds per unit time with excellent quantitation performance at low dwell times

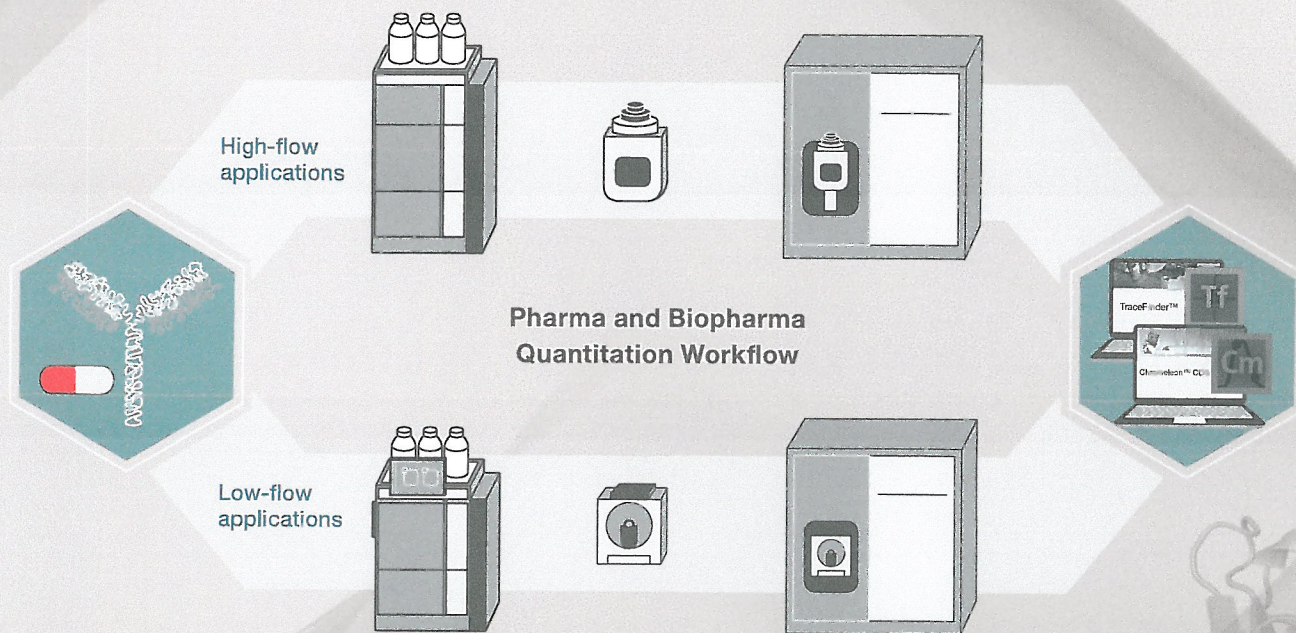


Equal molar mix (2 ppb) of veterinary drugs spiked into pork tissue.



Quantitation curve for Isoxsuprine spiked into pork tissue with the inset showing overlaid SRM response of the quantifying and qualifying SRM transitions for 5 injections at a spiked level of 50 ppt.

Overcome your **Pharma** and **Biopharmaceutical** challenges

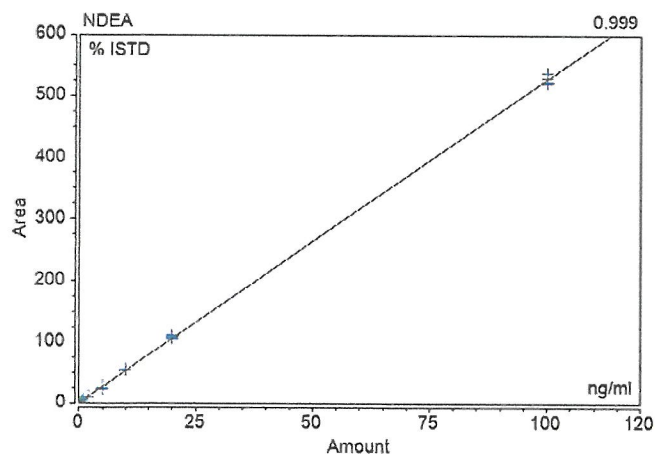


The usability, robustness, and reliability of the TSQ Quantis Plus mass spectrometer enable around-the-clock operation and maximize productivity in pharma and biopharmaceutical labs.

- **Increased data confidence**—Enhanced collision cell performance improves critical low-mass qualifying product ion detection

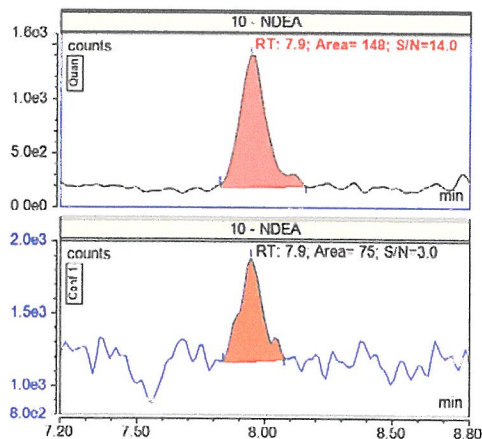
- **Ease-of-use**—Intuitive instrument software ensures quality data, regardless of user expertise
- **Overcome matrix interference**—Enhanced selectivity with High-Resolution Selected Reaction Monitoring (H-SRM) and optional Thermo Scientific™ FAIMS Pro Duo interface increases specificity
- **Powerful workflow solutions**—Incorporation of industry-leading UHPLC separations and data processing software

Consistent ion ratios for confident peptide quantitation



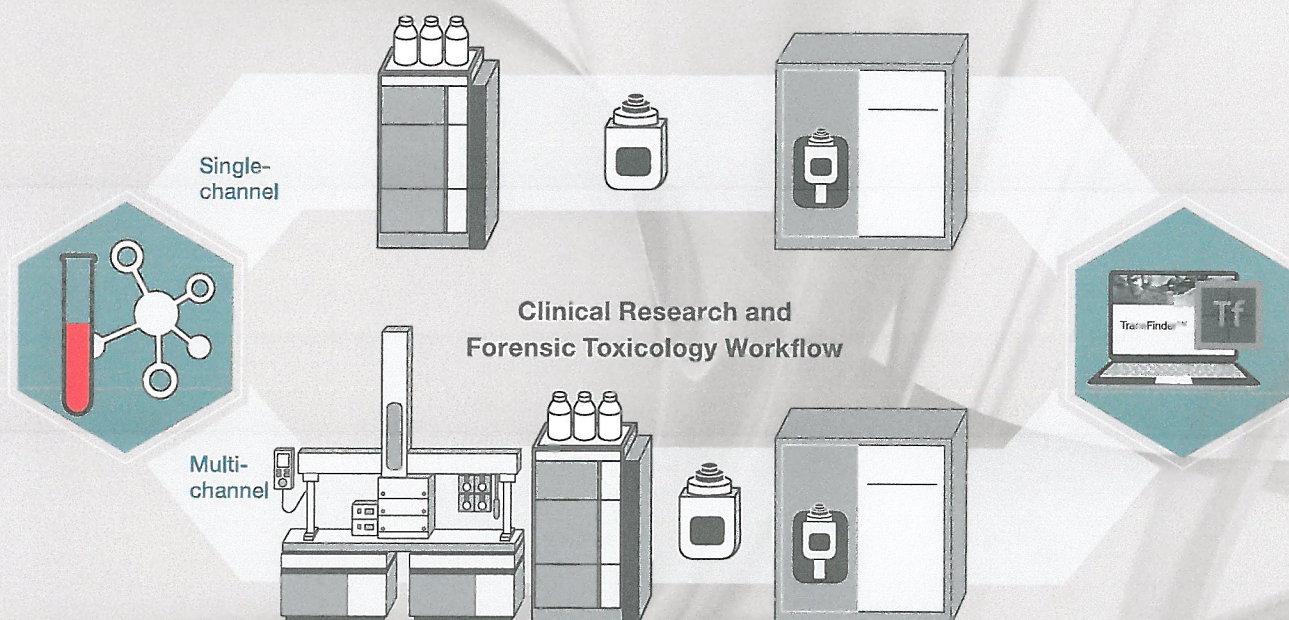
Quantitative response for NDEA in Metformin from 0.2 to 100 ppm.

Excellent linearity and reproducibility across the dynamic range



Quantitative and qualitative SRM transition analysis for NDEA in Metformin at 5 ppb.

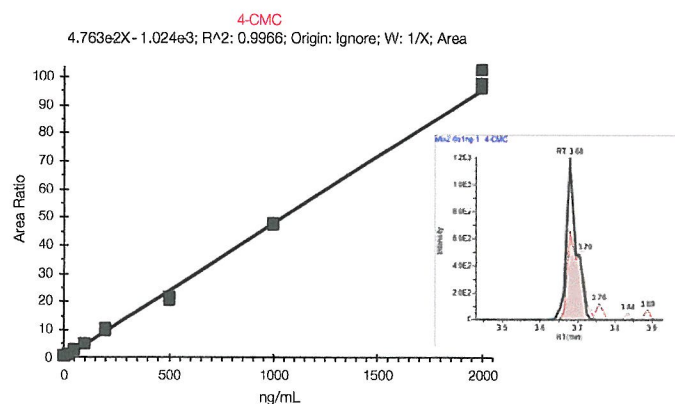
Obtain more confidence in **Clinical Research** and **Forensic Toxicology** results



The TSQ Quantis Plus mass spectrometer's reliability and sensitivity allow you to report results with confidence. Effortless method set up with industry-leading multi-channel solutions and automated reporting enables robust, high-throughput quantitation.

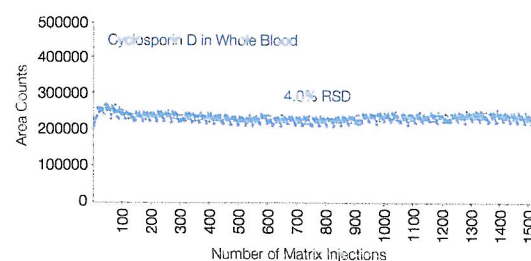
- Robust and consistent, able to run thousands of samples with simple maintenance that takes minutes to perform with no loss of performance
- Intuitive software empowers users to easily create and modify experimental methods
- Sensitivity and reproducibility make challenging assays easy

Excellent quantitative precision and accuracy in the most challenging matrices



Quantitation curve for 4-CMC spiked into whole blood prior to protein crash and direct analysis. The inset shows the quantitative response for 4-CMC at 0.01 ng/mL.

Robust and consistent performance under challenging conditions



More than 1,500 injections with consistent performance.

Companion solutions for the TSQ Quantis Plus mass spectrometer

Workflow-driven software, solutions, and support streamline your applications

Integrated workflow-driven software and solutions streamline everyday tasks from instrument optimization and troubleshooting to routine method development and results reporting.



Thermo Scientific™ TraceFinder™ software

Comprehensive quantitative workflows for all applications—from method development to report generation



AppsLab method library

A comprehensive repository for application methods, data sets, and application notes



Thermo Scientific™ Chromeleon™ software

Offers enterprise instrument control, data processing, and ability to address regulatory requirements



Thermo Scientific™ mzCloud™ mass spectral library

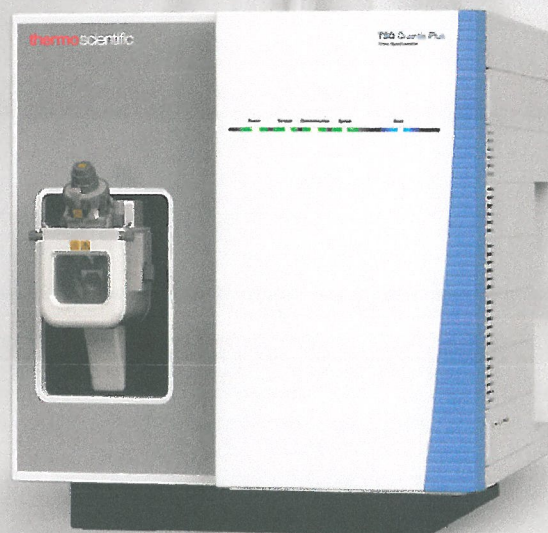
The world's largest LC-MSⁿ reference spectral library for an expansive and chemically diverse compound collection

Our global Centers of Excellence, in-your-lab training using your methods, and AppsLab library of analytical applications, ensure your success.

Chromatography solutions for MS

The TSQ Quantis Plus mass spectrometer can be paired with a range of high-performance Thermo Scientific™ inlet systems.

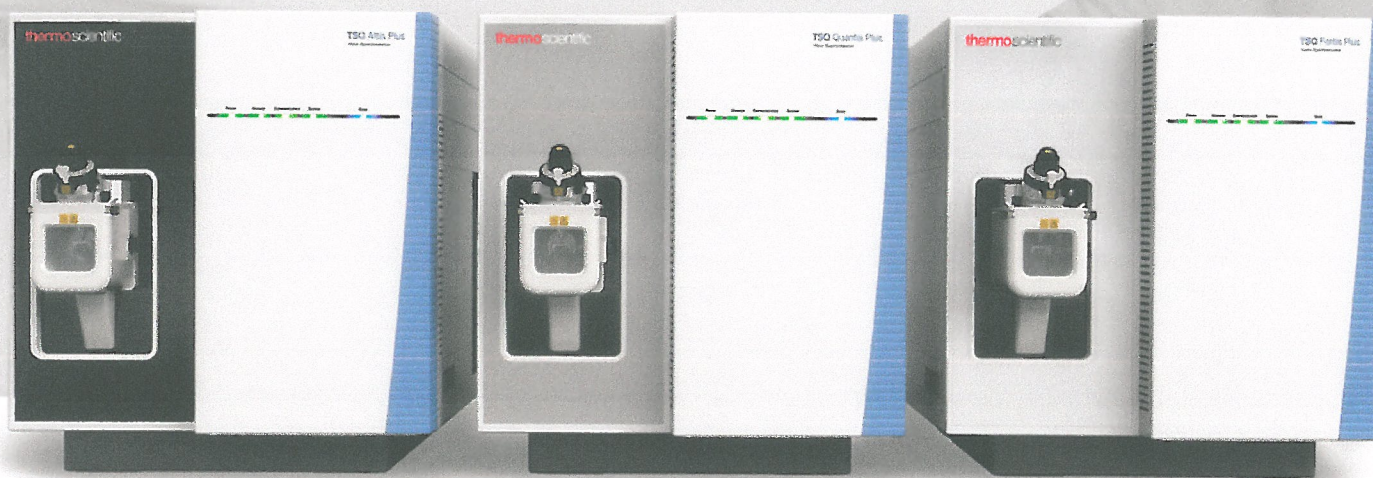
- Thermo Scientific™ Vanquish™ Neo, Core, Flex, Horizon, and Duo UHPLC systems
- Thermo Scientific™ Transcend™ II system with Multi-channel and TurboFlow™ technology
- Thermo Scientific™ Transcend™ LX-1, LX-2, and LX-4 UHPLC systems
- Thermo Scientific™ Transcend™ TLX-2 and TLX-4 UHPLC systems
- Thermo Scientific™ Dionex™ ICS-6000 Capillary HPLC™ system
- Thermo Scientific™ Dionex™ Integrion™ HPLC™ system
- Thermo Scientific™ TriPlus™ RSH EQuan 850 system



Transforming triple quadrupole mass spectrometers

The TSQ Quantis Plus mass spectrometer is one in a family of latest-generation Thermo Scientific™ triple quadrupole mass spectrometers that offers advanced productivity every day, for every lab and every user.

These instruments are built on a foundation of shared, state-of-the-art hardware and software components. This makes it easier to transfer methods from one instrument to another when methods progress from single, sample-based experiments to validation and routine, high-volume targeted screening and quantitation.



Almanac web-based monitoring and management

Stay connected to your science. See how the Thermo Scientific™ Almanac™ application can help you get the most out of your instruments.

thermofisher.com/almanac



Technical and online support: peak performance for your instruments

Helping you keep your instruments running at peak performance is our goal. Whether you're looking for an instrument manual or spare parts, want to submit a repair request, or check on the status of your warranty or service contract, we have every support option you're looking for.

thermofisher.com/technicalresources



Protecting your investments: unparalleled laboratory services

Unity™ Lab Services provides a single source for integrated lab service, support, and supply management. Our customized service offerings and world-class service experts have the flexibility and experience to address your laboratory's needs. We provide a complete portfolio of services and support solutions designed to help you improve productivity, reduce total cost of ownership, and ensure performance throughout your laboratory.

unitylabservices.com

Find out more at thermofisher.com/QuantisPlus

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Thermo Scientific Vanquish – Binary Pump H

Better separations, more results, easier interaction

Thermo Scientific™ Vanquish™ UHPLC system is designed to offer:

- **Better separations** with the power of the system to unveil more compounds than ever before
- **More results** with throughput, speed and sample capacity to boost workflow productivity
- **Easier interaction** to make the system a joy to work with

The Vanquish UHPLC system is designed as an integrated UHPLC system, where the pump drives the separation with more power.



Vanquish Binary Pump

Solvent Delivery for Highest Confidence in Peak Identification and Quantification

The Vanquish Binary Pump H was developed to offer more pressure capabilities than ever before, without any tradeoff on durability and robustness. From ultra-fast to extremely shallow gradients at pressures up to 150 MPa, the industry-leading fourth generation SmartFlow™ pumping technology of the Vanquish system always provides you with unmatched retention time reproducibility and the lowest baseline noise for the highest detection sensitivity.

- Profit from the best harmonization of pumping control and smart fluidics for lowest gradient delays and exceptional gradient profile formation
- Rely on unmatched flow accuracy and precision by nanometer piston motion control
- Enjoy lowest pulsation up to 150 MPa by the Adaptive Thermal Effect Compensation
- Achieve maximum seal and piston lifetime by optimized stroke volume and DLC-coated pistons
- Set up your fluidics all tool-free with Thermo Scientific™ Viper™ fingertight fitting technology

PRODUCT SPECIFICATIONS

Specification	Value
Operating Principle	Parallel dual piston with independent piston drives and variable stroke volume
Flow Range	0.001–5 mL/min, in 1 µL/min increments
Pressure Range	5–151 MPa, (50–1517 bar, 700–22,000 psi)
Compressibility Compensation	Fully automated, independent of mobile phase composition
Flow Accuracy	±0.1%
Flow Precision	<0.05% RSD or <0.01 min SD, whichever is greater
Pulsation	<0.4% or <0.2 MPa, whichever is greater; Typically <0.2% or <0.05 MPa, whichever is greater
Gradient Formation	High-pressure gradient proportioning
Proportioning Accuracy	±0.2% of full-scale (from 0.2 to 4.0 mL/min and 1 to 99%)
Proportioning Precision	<0.15% SD (from 0.2 to 4.0 mL/min and 1% to 99%)
Number of Solvent Lines	2 out of 6
Mixer Volume	25 µL (default configuration)
Solvent Degassing	Built-in, 6 Channels
GLP	Predictive Performance functions for scheduling maintenance procedures based on the actual operating and usage conditions of the pump. All system parameters logged in the Thermo Scientific™ Dionex™ Chromeleon™ Chromatography Data System Audit Trail.
PC Connection	USB 2.0 3-port-HUB to connect further Vanquish modules
I/O Interfaces	2 × 6 pin Mini-DIN connectors each having functionality: 1 input, 1 relay out, 1 bidirectional input/output
Safety Features	Leak detection and safe leak handling, excess pressure monitoring
Wetted Parts	MP35N, DLC, titanium, zirconium oxide (ZrO ₂), sapphire, aluminium oxide (Al ₂ O ₃), PEEK, PTFE, ECTFE, FEP, UHMW polyethylene, perfluoro-elastomer, amorphous fluoropolymer (AF)
Biocompatible	Yes, pH range 2–12, buffer and/or chloride concentration up to 1 mol/L
Power Requirements	100–240 V AC, 50/60 Hz, max. 525 W/550 VA
Environmental Conditions	5–35 °C 20–80% RH (non condensing)
Dimensions (h × w × d)	192 mm × 420 mm × 620 mm (7.6 × 16.5 × 24.4 in.)
Weight	32 kg (70.5 lbs)

ORDERING INFORMATION

Description	Part Number
Vanquish Binary Pump H	VH-P10-A
Optional Mixer for TFA Applications	6268.5120

To order in the U.S., call 1-800-346-6390, or contact the Thermo Fisher Scientific office nearest you. Outside the U.S., order through your local Thermo Fisher Scientific office or distributor. Refer to the following part numbers.

www.thermoscientific.com/chromatography

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Brazil +55 11 3731 5140
Canada +1 800 530 8447
China 800 810 5118 (free call domestic)
 400 650 5118

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Europe-Other +43 1 333 50 34 0
Finland +358 9 3291 0200
France +33 1 60 92 48 00
Germany +49 6103 408 1014
India +91 22 6742 9494
Italy +39 02 950 591

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Korea +82 2 3420 8600
Latin America +1 561 688 8700
Middle East +43 1 333 50 34 0
Netherlands +31 76 579 55 55
New Zealand +64 9 980 6700
Norway +46 8 556 468 00

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USA +1 800 532 4752

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

State of West Virginia
Centralized Request for Quote
Laboratory

Proc Folder: 957915

Doc Description: LCMS/MS TRIPLE QUAD SYSTEM

Reason for Modification:

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2022-03-23	2022-04-12 13:30	CRFQ 0506 CME2200000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Thermo Electron North America LLC

Address : 1400 Northpoint Pkwy

Street : Suite 10

City : West Palm Beach

State : FL

Country : USA

Zip : 33407-1976

Principal Contact : Leticia Antonio

Vendor Contact Phone: 702-964-4969

Extension:

FOR INFORMATION CONTACT THE BUYER

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

*In the event that we are awarded this RFQ, Thermo Electron North America LLC hereby requests to conduct limited negotiations on the Terms and Conditions. This bid submission is subject to Thermo Electron North America LLC expressly reserving the right to negotiate Terms and Conditions and in no way shall submission of this bid constitute acceptance of, or a waiver of any objection to, the Terms and Conditions.

Vendor Signature X

FEIN# 43-1992201

DATE 4/6/2022

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF CHIEF MEDICAL EXAMINER, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR A LC/MS/MS TRIPLE QUAD SYSTEM PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO

HEALTH AND HUMAN
RESOURCES
BUREAU FOR PUBLIC
HEALTH OFFICE CHIEF
MEDICAL EXAMINER
619 VIRGINIA ST WEST
CHARLESTON WV
US

SHIP TO

HEALTH AND HUMAN
RESOURCES
BUREAU FOR PUBLIC
HEALTH OFFICE CHIEF
MEDICAL EXAMINER
619 VIRGINIA ST W
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LC/MS/MS Triple Quad System	1.00000	EA		\$279,669.82

Comm Code	Manufacturer	Specification	Model #
42000000	Thermo Fisher Scientific	Please see quote # CPQ-00448678 for line item details	

Extended Description:

SECTION 3.1 LC/MS/MS TRIPLE QUAD SYSTEM
UHPLC
PUMPING SYSTEM
AUTOSAMPLER
COLUMN OVEN
TRIPLE QUADRUPOLE MASS SPECTROMETER

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Nitrogen Generator	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42000000			

Extended Description:

Nitrogen Generator

The supplied generator must meet the requirements of the LC/MS/MS system.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Plate Changer	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42000000			

Extended Description:

Plate changer

The system must include a plate changer to allow for expansion of up to 16 additional deep well microtiter plates.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Customer Support and Service	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Customer Support and Service 3.9.1 through 3.9.8

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Uninterruptible Power Supply	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42000000			

Extended Description:
Uninterruptible Power Supply
The package must include an Uninterruptible Power Supply (UPS) to power the system during a power outage or fluctuations until the generator is available.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Toxicology Spectral Libraries	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42000000			

Extended Description:
 Toxicology Spectral Libraries
 The package must include applicable toxicology spectral libraries for comparison of detected compounds.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2022-03-30

	Document Phase	Document Description	Page 6
CME2200000004	Final	LCMS/MS TRIPLE QUAD SYSTEM	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions