



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 @ 2

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1528582

Procurement Type: Central Purchase Order

Vendor ID: VS0000047148

Legal Name: SciAps, Inc

Alias/DBA:

Total Bid: \$41,750.00

Response Date: 10/28/2024

Response Time: 15:59

Responded By User ID: SciAps

First Name: Heather

Last Name: Shields

Email: hshields@sciaps.com

Phone: 3399279455

SO Doc Code: CRFQ

SO Dept: 0306

SO Doc ID: GEO2500000003

Published Date: 10/28/24

Close Date: 11/1/24

Close Time: 13:30

Status: Closed

Solicitation Description: Portable X Ray Fluorescence Spectrometer with Stand for WVGS

Total of Header Attachments: 2

Total of All Attachments: 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Laboratory and Measuring and Observing and Testing Equipment	1.00000	EA	41750.000000	41750.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: X550 Mining Analyzer with Soil app, 5 additional elements added for analysis, and a test stand

Extended Description:

See attached documentation for further details



SciAps

SciAps, Inc. 7 Constitution Way, Woburn, MA 01801 USA +1 339-927-9455 EIN: 45-5055500



Quotation For:

Bethany Royce
West Virginia Geological and Economic Survey
1 Mont Chateau Road
Morgantown, WV 26508
broyce@wvgs.wvnet.edu
304-594-2331

Quotation #: 200-507730
DATE 10/22/2024
Quotation valid until: 11/21/2024

Line Item	Part Number	Product and Description	Quantity	Sale Price	Price, in USD
1	910-500098-	SciAps X-550 Mining Analyzer <i>Ultra lightweight X-ray analyzer featuring tapered, ergonomic design ideal for the rugged testing requirements of the mining industry. The X-550 utilizes the highest current X-ray, rugged Rh x-ray tube (50 kV, 500 uA, 5 W) and high resolution, high count rate silicon drift detector (25 mm2 SDD, 135 eV at 5.95 Mn K-alpha line, at > 90% live time, 250k cps) for rapid geochemical analysis of a wide range of geological materials with industry leading detection limits. The unique high-current X-ray tube yields industry-leading limits of detection (up to 10x better) for Mg, Al, Si, P and S. Analyzer auto-calibrates and checks calibration on external 316 stainless test material (included). Analyzer also features protective mesh covering SDD detector. This design virtually eliminates accidental detector punctures. Analyzer includes integrated micro and macro camera for photo-documentation of tests and pinpointing specific test location on rock faces, veins or other non-homogeneous sample areas. Google-powered, Android operating system providing easy and intuitive operation. Wireless and Bluetooth built in for easy connectivity to other devices.</i> <i>The Mining App provides full chemistry, with optimized calibrations for elements: Mg, Al, Si, P, S, K, Ca, Ti, V, Cr, Mn, Fe, Co, Ni, Cu, W, Zn, Ta, Hg, Bi, Se, As, Pb, Th, Rb, U, Sr, Y, Zr, Nb, Mo, Ag, Cd, Sn, Sb, Ba</i> <i>PC Software for PC operation, import/export of results, data management, (2) Li-Ion batteries, battery charger, ruggedized carrying case, spare Prolene windows, operations manual, 1 year manufacturing warranty included.</i>	1	\$32,500.00	\$32,500.00
2	114-750016	Soil App <i>The Soil App utilizes Compton Normalization for ultra sensitive performance optimized for trace level analytes. Elements Included: P, S, K, Ca, Ti, V, Cr, Mn, Fe, Co, Ni, Cu, Zn, As, Se, Rb, Sr, Y, Zr, Nb, Mo, Ag, Cd, Sn, Sb, Cs, Ba, Ta, Hg, Tl, Pb</i>	1	\$2,500.00	\$2,500.00
3	114-ELEMENT	Additional Element added to Application 0.00	4	\$500.00	\$2,000.00
4	900-500069	XRF Benchtop Test Stand, X5 Series <i>Allows operation in a stationary benchtop format with built-in interlock, fans, and power supply.</i>	1	\$3,000.00	\$3,000.00
5	114-700055	Extended Warranty Period - 1 Year <i>Extended Warranty - 1 year beyond manufacturer's one year warranty.</i>	1	\$3,250.00	\$3,250.00

Additional Notes:

Additional elements La, Ce, Pr, Nd, Sm to soils

SUBTOTAL, USD \$43,250.00

Sales Discount -\$1,850.00

Estimated Shipping \$350.00

Excludes Sales Tax *

Total, USD \$41,750.00

If you have any questions concerning this quotation, please contact:

Lety Yanes - Inside Sales, (339) 927-9455 or
lyanes@sciaps.com

Joe Robison

Joe Robison
Robison Analytical Inc.
robison@columbus.rr.com
740-756-4345

Order Approved By: _____

*Sales Tax will be calculated upon receipt of order and communicated via order confirmation. If this purchase is tax-exempt, please email a tax-exempt certificate to kgarvey@sciaps.com

Thank you for your business!

SciAps Inc. (Seller) TERMS AND CONDITIONS OF SALE - April 1, 2013

1. BUYER'S TERMS AND CONDITIONS

Products furnished and services rendered by Seller are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions on Buyer's order, Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's Terms and Conditions of Sale unless otherwise specifically agreed to in writing by Seller. In the absence of such agreement, commencement of performance and/or delivery shall be for Buyer's convenience only and shall not create any contractual obligation nor shall it be deemed or construed to be acceptance of Buyer's terms and conditions, or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance of any Product furnished or service rendered shall be deemed assent to and acceptance of the terms and conditions stated herein. All contracts for the sale of Products shall be construed under and governed by the laws of the State of Massachusetts.

2. QUOTATIONS AND PRICES

All quotations are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear on the face hereof. In the case of a conflict between the terms and conditions stated herein and those appearing on the face hereof, the latter shall control. Seller's prices and quotations are subject to the following: (a) All published prices are subject to change without notice. (b) UNLESS OTHERWISE SPECIFIED IN WRITING, ALL QUOTATIONS ARE FIRM FOR, AND EXPIRE, THIRTY (30) DAYS AFTER DATE THEREOF AND CONSTITUTE OFFERS; provided that, budgetary quotations and estimates are for preliminary information only and shall neither constitute offers, nor impose any responsibility or liability upon Seller. (c) Unless otherwise stated in writing by Seller, all prices quoted shall be exclusive of transportation, insurance, taxes (including, without limitation, any sales, use or similar tax), license fees, customs fees, duties and other charges related thereto, and Buyer shall report and pay any and all such shipping charges, premiums, taxes, fees, duties and other charges related thereto, and Buyer shall hold Seller harmless therefrom. (d) Stenographical, typographical and clerical errors are subject to correction. (e) Prices quoted are for Products only and do not include technical data, proprietary rights of any kind, patent rights, qualification, environmental or other than Seller's standard tests, and other Seller's normal domestic commercial packaging, unless expressly agreed to in writing by Seller. (f) Published weights and dimensions are approximate only. Manuals, programs, listings, drawings or other documentation required hereunder must be referenced specifically, and will be the latest applicable version.

3. TERMS OF PAYMENT

Unless credit is granted, payment is due upon delivery. All payments for Products released and shipped on approved credit accounts shall be due in full thirty (30) days from date of invoice unless otherwise provided. Past due balances shall be subject to a service charge not more than the amounts allowed by law. Partial shipments will be billed as made and payments therefor are subject to the above terms. Payment shall not be withheld for delay in delivery of required documentation unless a separate price is stated therefor, and then only to the extent of the price stated for such undelivered documentation. Seller may cancel or delay delivery of Products in the event Buyer fails to make prompt payment therefor, or in the event of an arrearage in Buyer's account with Seller.

4. INTERNATIONAL TRANSACTION - Payment will be in United States dollars unless otherwise agreed to in writing.

5. TRANSPORTATION AND RISK OF LOSS

Transportation will normally follow Buyer's shipping instructions, but Seller reserves the right to ship Products freight collect and to select the means of transportation and routing when Buyer's instructions are not provided. Unless otherwise advised, Seller may insure to full value of the Products or declare full value thereof to the transportation company at the time of delivery and all such freight and insurance costs shall be for Buyer's account. Risk of loss or damage shall pass to Buyer upon delivery of the Products to the transportation company at the FOB point, whether or not installation is provided by or under supervision of Seller. Unless otherwise provided by Seller, title shall pass from Seller to Buyer when products are delivered to the transportation company at the location of Seller's manufacturing plant from which the Products are shipped. Confiscation or destruction of, or damage to Products shall not release, reduce or in any way affect the liability of Buyer therefor. Notwithstanding any defect or nonconformity, or any other matter, such risk of loss shall remain in Buyer until the Products are returned at Buyer's expense to such place as Seller may designate in writing. Buyer, at its expense, shall fully insure Products against all loss or damage until Seller has been paid in full therefor, or the Products have been returned, for whatever reason, to Seller. All Products must be inspected upon receipt and claims should be filed with the transportation company when there is evidence of damage, either concealed or external. As used in the clauses appearing herein or attached hereto, "delivery" shall occur when the Products are delivered at the FOB point, which shall be the point of manufacture or such other place as Seller shall specify in writing, notwithstanding installation by or under supervision of Seller. Notwithstanding the foregoing, until the purchase price and all other charges payable to Seller have been received in full, Seller shall retain, and Buyer hereby grants to Seller, a security interest in the products delivered to Buyer and any proceeds therefrom Buyer agrees to promptly execute any documents requested by Seller to document, perfect and/or protect such security interest.

6. PERFORMANCE

Neither party shall be liable in any way because of any delay in performance hereunder due to unforeseen circumstances or to causes beyond its control, including, without limitation, strike, lockout, riot, war, fire, act of God, accident, inability to obtain labor, delays caused by suppliers, subcontractors or by other parties, materials shortages, curtailment of or inability to obtain sufficient electrical or other energy supplies, or compliance with any governmental law, regulation or order. Prompt notice of any such delay beyond either party's control shall be given to the other party. Provided such delay is neither material nor indefinite, performance shall be deemed suspended during and extended for such time as any such circumstances or causes have been remedied, the delayed party shall continue, and the non-delayed party shall accept performance hereunder. Seller may in the absence of applicable government regulations, during any period of shortage due to circumstances beyond its control, allocate inventories and current production among its customers. In addition, in the interest of conservation of scarce materials and of the efficient utilization of high value parts and components, Seller may substitute suitable materials, including remanufactured parts and components, when in its opinion, such substitution is necessary. Such substituted materials are covered by the same warranty and are subject to the same high standards of quality control applied to other materials. As used herein, "performance" shall include, without limitation, fabrication, shipment, delivery, assembly, installation, testing and warranty repair or replacement, as applicable.

7. ACCEPTANCE

The furnishing by Seller of a Product to the Buyer shall constitute acceptance of that Product by Buyer, unless notice of defect or nonconformity is received by Seller within ten (10) days of receipt of the Product at Buyer's designated receiving address; provided that, for Products for which Seller agrees in writing to perform acceptance testing after installation, the completion of Seller's applicable acceptance tests, or execution of Seller's acceptance form by Buyer shall constitute acceptance of the Product by Buyer. Notwithstanding the foregoing, any use of a Product by Buyer, its agents, employees, contractors or licensees, for any purpose, after receipt thereof, shall constitute acceptance of that Product by Buyer. Seller may repair or at its option, replace defective or nonconforming parts after receipt of notice of defect or nonconformity.

8. EXPORT LAWS

The Product is subject to U.S. Government export laws and regulations. Buyer shall not export, re-export or transfer the goods or any proprietary information received from Seller without first obtaining the appropriate U.S. Government approvals.

9. ASSIGNMENTS AND TERMINATIONS

Any assignment by Buyer of any contract hereunder without the express written consent of Seller is void.

Buyer shall not cancel, terminate or reschedule any order accepted by Seller except by the prior written consent of Seller. In any such event, with or without Seller's consent, Buyer agrees to pay Seller a charge determined solely by Seller to cover the reasonable costs of processing, order handling, retesting, repackaging and Seller damages under the Uniform Commercial Code, or as determined in accordance with the published policies of the Seller.

10. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Seller will at its own expense and as set forth herein, defend any action brought against Buyer in respect to any claim that the design or manufacture of any Product in the Seller's commercial line of Products or manufactured to specifications set by the Seller and furnished hereunder, constitutes an infringement of any patents or other intellectual property rights of the United States or Canada. Subject to the provisions in the DAMAGES AND LIABILITY section hereof, Seller will pay all damages and costs either awarded in a suit or paid, in Seller's sole discretion, by way of settlement, which are based on such claim of infringement, provided that Buyer promptly notifies Seller in writing of such claim of infringement and gives Seller full authority, information and assistance in settling or defending such claim, or Seller will, in its sole discretion and at its own expense, either procure a license which will protect Buyer against such claim without cost to Buyer, replace said Product with a non-infringing product, or remove said Product and refund an equitable portion of the price paid by the Buyer to Seller for said Product. Seller shall have no liability whatsoever hereunder with respect to any claims settled by Buyer without Seller's prior written consent. Seller EXPRESSLY EXCLUDES from any liability hereunder and Buyer shall hold Seller harmless from and against any expense, loss, costs, damages or liability resulting from claimed infringement of patents, trademarks, copyrights or other intellectual property rights: (1) arising from a use of or a combination of said Product with other equipment, processes, programming applications or materials not furnished under this contract, (2) based on items made with the Product furnished under this contract, (3) arising out of compliance by Seller with Buyer's designs, specifications or instructions, and/or (4) arising from use or manufacture by anyone of inventions in connection with products or services sold, used or intended for sale or use in performing contracts with the United States or related subcontracts. The foregoing states Seller's entire liability for any claim based upon or related to any alleged infringement of any patent or other intellectual property rights.

11. WARRANTY - Seller warrants that each standard Product sold by it is free of defects in materials and workmanship for such period of time and under such conditions as are specified herein or as may be specified by Seller on the face of its quotation or otherwise reduced to writing and expressly approved by Seller. Seller's obligation under said warranty continues for a period of time and under such conditions as specified in Seller's warranty for the individual Product. The warranty period so specified by Seller shall commence on the date of shipment from Seller to the original purchaser. If no period of time is stated, then such warranty is limited to one (1) year. Unless otherwise specified on the face hereof or otherwise mutually agreed in writing, Seller's applicable standard warranties are incorporated herein by this reference. Repair, or at Seller's option, replacement of defective parts shall be the sole and exclusive remedy under warranty; provided that, Seller may as an alternative, elect to refund an equitable portion of the purchase price of the Product. All warranty replacement or repair of parts shall be limited to Product malfunctions which, in the sole opinion of Seller, are due or traceable to defects in original materials or workmanship. Experimental, developmental or special application products, or products with a limited life are sold without warranty. All obligations of Seller under warranty shall cease in the event of abuse, accident, alteration, misuse or neglect of the Product. In-warranty repaired or replaced parts are warranted only for the remaining unexpired portion of the original warranty period applicable to the repaired or replaced parts. After expiration of the applicable warranty period, Buyer shall be charged at the then current prices for parts, labor and transportation. Reasonable care must be used to avoid hazards. Seller expressly disclaims responsibility for loss or damage caused by use of its products other than in accordance with proper operating procedures. THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER, UNLESS SUCH OTHER WARRANTIES, OBLIGATION OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY SELLER. Statements made by any person, including representatives of Seller, which are inconsistent or in conflict with the terms of these warranties shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller.

12. WARRANTY REPLACEMENT AND ADJUSTMENT

All claims under warranty must be made promptly after occurrence of circumstances giving rise thereto and must be received within the applicable warranty period by Seller or its authorized representative. Such claims should include the Product type and serial numbers, and a full description of the circumstances giving rise to the claim. Before any Products are returned for repair and/or adjustment, written authorization from Seller or its authorized representative for the return and instructions as to how and where these Products should be shipped must be obtained. Any product returned to Seller for examination shall be sent prepaid via the means of transportation indicated as acceptable by Seller. Seller reserves the right to reject any warranty claim not promptly reported and any warranty claim on any item that has been altered or has been shipped by unacceptable means of transportation. When any Product is returned for examination and inspection, or for any other reason, Buyer shall be responsible for all damage resulting from improper packing or handling, and for loss in transit, notwithstanding any defect or non-conformity in the Product. In all cases Seller has sole responsibility for determining the cause and nature of failure and Seller's determination with regard thereto shall be final. IF IT IS FOUND THAT SELLER'S PRODUCT HAS BEEN RETURNED WITHOUT CAUSE AND IS STILL SERVICEABLE, BUYER WILL BE NOTIFIED AND THE PRODUCT RETURNED AT ITS EXPENSE. IN ADDITION, A CHARGE FOR TESTING AND EXAMINATION MAY, IN SELLER'S SOLE DISCRETION, BE MADE ON PRODUCT SO RETURNED.

13. DAMAGES AND LIABILITY - SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY SELLER FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGES OF ANY KIND, HOWSOEVER CAUSED.

14. TRADEMARKS - Buyer agrees that it will not use any name or trademark of SciAps, Inc. without prior written permission.

15. DISPUTES

All disputes under any contract concerning Products not otherwise resolved between Seller and Buyer shall be resolved in a court of competent jurisdiction in Middlesex County, Massachusetts and in no other place. Provided that, in Seller's sole discretion such action may be heard in some other place designated by Seller (if necessary to acquire jurisdiction over third persons), so that the dispute can be resolved in one action. Buyer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action, regardless of form, arising out of, or in any way connected with, the Products or services furnished by Seller, may be brought by Buyer more than one (1) year after the cause of action has accrued. If any part, provision or clause of the terms and conditions of sale, or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of the terms and conditions remaining, and to this end the terms and conditions shall be treated as severable.

16. GOVERNMENT SALE

For contracts placed in support of and charged to a U.S. Government Prime Contract procuring an item meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, the following clauses set forth in the FAR or the Defense Federal Acquisition Regulation Supplement (DFARS) in effect as of the date of this contract are incorporated herein by reference.

- (a) Utilization of Small Business Concerns FAR 52.219-8
- (b) Equal Opportunity FAR 52.222-26
- (c) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era FAR 52.222-35
- (d) Affirmative Action for Workers with Disabilities FAR 52.222-36
- (e) Subcontracts for Commercial Items and Commercial Components FAR 52.244-6
- (f) Preference for Privately Owned U.S. Flag Commercial Vessels FAR 52.247-64
- (g) Preference for Domestic Specialty Metals, Alternate 1 DFAR 252.225-7014
- (h) Subcontracts for Commercial Items and Commercial Components DFAR 252.244-7000
- (i) Transportation of Supplies by Sea DFAR 252.247-7023
- (j) Notification of Transportation of Supplies by Sea DFAR 252.247-702

17. SOFTWARE

Buyer acknowledges that all software products obtained by Buyer from Seller are proprietary to Seller and its licensors and are subject to copyrights owned by Seller and its licensors. Any references to "purchases" of software products signify only the purchase of a license to use the software product in question pursuant to the terms of the Seller Software License Agreement, a copy of which is available to Buyer and which is incorporated herein in its entirety by this reference. Buyer agrees to be bound by all of the terms of such Software License Agreement and agrees that it will acquire no rights with respect to a software product other than the right to use it pursuant to the terms of such Software License Agreement.

Thank you for your business!



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: 1528582			Reason for Modification: Addendum 01
Doc Description: Portable X Ray Fluorescence Spectrometer with Stand for WVGS			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-28	2024-11-01 13:30	CRFQ 0306 GEO2500000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000047148
 Vendor Name: SciAps, Inc
 Address: 6
 Street: Riverside Dr
 City: Andover
 State: MA Country: USA Zip: 01810
 Principal Contact: Heather Shields
 Vendor Contact Phone: 339-927-9455 Extension:

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

Vendor Signature X *[Signature]* FEIN# 45-5055500 DATE 10/28/24

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

ADDITIONAL INFORMATION

Addendum 01:
To attach answers to vendor questions.
Bid opening date and time still remains at 11/01/2024 at 1:30PM EST
No other changes

INVOICE TO		SHIP TO	
GEOLOGICAL & ECONOMIC SURVEY 1 MONT CHATEAU RD MORGANTOWN WV US		GEOLOGICAL & ECONOMIC SURVEY 1 MONT CHATEAU RD MORGANTOWN WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Laboratory and Measuring and Observing and Testing Equipment	1.00000	EA	\$ 41,750.00	\$ 41,750.00

Comm Code	Manufacturer	Specification	Model #
41000000	SciAps	XRF Mining Spectrometer with test stand	X550

Extended Description:
See attached documentation for further details

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Questions due by 4:00PM EST/EDT	2024-10-25

	Document Phase	Document Description	Page
GEO2500000003	Final	Portable X Ray Fluorescence Spectrometer with Stand for WVGS	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions