West Virginia
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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 5

List View

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

Procurement Folder: 1905432
Procurement Type: Central Purchase Order
Vendor ID: 000000186851
Legal Name: THERMO ELECTRON NORTH AM LLC
Alias/DBA:
Total Bid: $91,059.32
Response Date: 03/10/2026
Response Time: 10:23
Responded By User ID: Thermo1
First Name: Shirley
Last Name: Ortega
Email: CMDAmericasbids@therm
Phone: 8722270079

SO Doc Code: CRFQ
SO Dept: 1400
SO Doc ID: AGR2600000032
Published Date: 3/2/26
Close Date: 3/10/26
Close Time: 13:30
Status: Closed
Solicitation Description: Inductively Coupled Plasma-Optical Emission Spectrometer
Total of Header Attachments: 5
Total of All Attachments: 5

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:	1905432
Solicitation Description:	Inductively Coupled Plasma-Optical Emission Spectrometer
Proc Type:	Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2026-03-10 13:30	SR 1400 ESR03102600000005819	1

VENDOR
000000186851 THERMO ELECTRON NORTH AM LLC

Solicitation Number: CRFQ 1400 AGR2600000032

Total Bid: 91059.32000000000698491930961 **Response Date:** 2026-03-10 **Response Time:** 10:23:36

Comments:

FOR INFORMATION CONTACT THE BUYER
Larry D McDonnell
304-558-2063
larry.d.mcdonnell@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	Inductively Coupled Plasma-Optical Emission Spectrometer	1.00000	EA	91059.320000	91059.32

Comm Code	Manufacturer	Specification	Model #
41115411			

Commodity Line Comments: Ref: CPQ-00848715

Extended Description:

Please see specifications section 3.1.1 in the attached documentation for further details.

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

State of West Virginia
Centralized Request for Quote
Laboratory

Proc Folder: 1905432

Doc Description: Inductively Coupled Plasma-Optical Emission Spectrometer

Proc Type: Central Purchase Order

Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-20	2026-03-10 13:30	CRFQ 1400 AGR2600000032	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000186851

Vendor Name : Thermo Electron North America LLC

Address :

Street : 1400 Northpoint Pkwy, Ste 10

City : West Palm Beach

State : FLORIDA **Country :** USA **Zip :** 33407

Principal Contact : Vilma Negron

Vendor Contact Phone: 561-688-8721 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
304-558-2063
larry.d.mcdonnell@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 Vilma Negron Digitally signed by Vilma Negron Date: 2026.02.24 11:45:01 -05'00'

FEIN# 43-1992201 **DATE** 2/24/2026

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

ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the agency, West Virginia Department of Agriculture to establish a one-time purchase for Inductively Coupled Plasma-Optical Emission Spectrometer, per the attached documentation.

READ ALL TERMS AND CONDITIONS AND SPECIFICATIONS IN ITS ENTIREITY - SEE ATTACHED CRFQ AGR26*32 - SOLICITATION DOCUMENTATION

Questions regarding the solicitation must be submitted in writing to Larry.D.McDonnell@wv.gov prior to the question period deadline listed in the attached documentation

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF		AGRICULTURE DEPARTMENT OF	
ADMINISTRATIVE SERVICES		REGULATORY PROTECTION DIVISION	
1900 KANAWHA BLVD E		313 GUS R DOUGLAS LN, BLDG 11	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Inductively Coupled Plasma-Optical Emission Spectrometer	1.00000	EA	$91,059.32	$91,059.32

Comm Code	Manufacturer	Specification	Model #
41115411	Thermo Scientific	iCAP PRO XP Duo	BRE731413

Extended Description:
Please see specifications section 3.1.1 in the attached documentation for further details.

SCHEDULE OF EVENTS

Line	Event	Event Date

SCHEDULE OF EVENTS		
Line	**Event**	**Event Date**

	Document Phase	Document Description	Page 3
AGR2600000032	Final	Inductively Coupled Plasma-Optical Emission Spectrometer	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ThermoFisher SCIENTIFIC
The world leader in serving science

Thermo Fisher Scientific
Chromatography and Mass Spectrometry Division
1400 North Pointe Parkway
West Palm Beach, FL 33407
Fred W. Simpson
Sr. Account Manager
thermofisher.com

February 23, 2026

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

To Whom it May Concern:

The attached bid documents are the ThermoFisher Scientific response to Solicitation No. AGR2600000032.

In addition, I would like to take a few minutes to explain in greater detail some of the important points of what we are offering to the Department of Agriculture.

First, regarding the wavelength range of the instrument, the seventh generation CID camera on the iCAP Pro XP Duo has a wavelength range of 167.021nm to 852.145nm.

Second, by using the radial view of the plasma, concentrations up to and in excess of 200ppm are easily determined.

Third, three 60 position sample racks are included for use with the iSC-65 Autosampler, giving the operator 180 sample capability. A package of 1000 autosampler vials are also included with the system.

Fourth, the instrument includes in its list price installation, familiarization training and a one-year parts/labor/travel factory warranty. Included in the bid price is the first year's preventive maintenance visit as well as a complimentary second year parts/labor/travel extended warranty.

Service for your location will be provided by the earliest available Field Service Engineer (FSE) from either the Northern Virginia, Pittsburgh, Harrisburg (PA) or Columbus (OH) areas. In addition, we are expanding the number of FSE's for our ICP-OES products by cross training existing FSE's who are covering our other products.

Finally, instead of just providing one day of on-site training, we are offering three days of on-site training that will be performed by one of our Field Applications Scientists. Typically, these Scientists will dedicate the first half day to theory of ICPOES and how the instrument works and then spend the rest of the time in the lab with your staff. While we recommend less than five personnel to attend this training, your maximum of three of your staff will be ideal and will create an optimal learning environment for all of them.

We are all looking forward to working with you on this project, believe that we are offering you the best solid-state detector based simultaneous ICP-OES manufactured today.

In addition, our support network is second to none and we are all ready to support you and your staff throughout the lifetime of this instrument.

Please feel free to reach out to us if you have any questions.

Sincerely,

Fred Simpson

Fred Simpson

Sr. Account Manager

Thermo Fisher Scientific

ThermoFisher
SCIENTIFIC

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: 1905432

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BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
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CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: 000000186851

Vendor Name : Thermo Electron North America LLC

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Street :

City : West Palm Beach

State : Florida **Country :** USA **Zip :** 33407

Principal Contact : Vilma Negron

Vendor Contact Phone: 561-688-8721 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
304-558-2063
larry.d.mcdonnell@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 Vilma Negron Digitally signed by Vilma Negron Date: 2026.02.24 11:27:17 -05'00' **FEIN#** 43-1992201 **DATE** 02/24/26

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

ADDITIONAL INFORMATION

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Questions regarding the solicitation must be submitted in writing to Larry.D.McDonnell@wv.gov prior to the question period deadline listed in the attached documentation

INVOICE TO	SHIP TO
AGRICULTURE DEPARTMENT OF	AGRICULTURE DEPARTMENT OF
ADMINISTRATIVE SERVICES	REGULATORY PROTECTION DIVISION
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CHARLESTON WV	CHARLESTON WV
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
41115411	Thermo Scientific	iCAP PRO XP Duo	BRE731413

Extended Description:

Please see specifications section 3.1.1 in the attached documentation for further details.

SCHEDULE OF EVENTS

Line	Event	Event Date

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

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

Submission Deadline: February 26, 2026 by 2:00PM EST/EDT

Submit Questions to: Larry D. McDonnell
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: larry.d.mcdonnell@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. **BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids or modification of bids via email.

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

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

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

Bid Opening Date and Time: March 10, 2026 at 1:30PM EST/EDT

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

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

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

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

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

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

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

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

16. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

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

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

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

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____ _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

☐ the contract will continue for _____ years;

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

☑ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

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

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

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____per occurrence. Notwithstanding the 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.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Vilma Negron, Proposal Specialist Team Lead

(Address) 1400 Northpoint Pkwy, Ste 10, West Palm Beach, FL 33407

(Phone Number) / (Fax Number) Phone: 561-688-8721 / Fax: 412-200-6542

(email address) CMDAmericasbids@thermofisher.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Thermo Electron North America LLC
(Company)

Vilma Negron Digitally signed by Vilma Negron
Date: 2026.02.24 11:28:54 -05'00'
(Signature of Authorized Representative)

Vilma Negron, Proposal Specialist Team Lead
(Printed Name and Title of Authorized Representative) (Date)

Tel: 561-688-8721 / Fax: 412-200-6542
(Phone Number) (Fax Number)

CMDAmericasbids@thermofisher.com
(Email Address)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Agriculture READ to establish a contract for the one-time purchase of an Inductively Coupled Plasma-Optical Emission Spectrometer.

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 Item" means Inductively Coupled Plasma-Optical Emission Spectrometer as more fully described by these specifications.

   2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

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

   2.4 "ICP-OES" means Inductively Couple Plasma-Optical Emission Spectrometer.

   2.5 "NM" means nanometer.

   2.6 "PPM" means parts per million.

   2.7 "LIMS" means laboratory information management systems.

3. **GENERAL REQUIREMENTS:**

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

   3.1.1 Inductively Couple Plasma – Optical Emission Spectrometer (ICP-OES)

   3.1.1.1 Quantity of one ICP-OES must be a new simultaneous, solid state detector instrument with spectral wavelength coverage from 167-780nm. The instrument must have a dynamic range that can detect sample concentrations up to or greater than 200ppm.

   3.1.1.2 ICP-OES must include a software operating system and a new computer which must have the capability of running the instrument

software including a keyboard and mouse. The ICP_OES operating software must have the ability to transfer data to a LabWorks LIMS.

3.1.1.3 ICP-OES must include an autosampler with a minimum 120 position rack.

3.1.1.4 ICP-OES must include a minimum one-year warranty on all parts and service. This product will need to be registered and provide registration to the WVDA. This includes maintenance services also.

3.1.1.5 ICP-OES must be set up and installed on site all systems are benchtop and require a 220V that is already in place.

3.1.1.6 Vendor must include a one-day training session that lasts between two and eight hours with a minimum of one person and a maximum of three people.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page within wvOASIS by indicating the Model No/Brand Name along with the Unit Price and Extended Amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within sixty (60) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency at:

West Virginia Department of Agriculture
60B Moorefield Industrial Park Rd.,
Moorefield WV 26836

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 either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

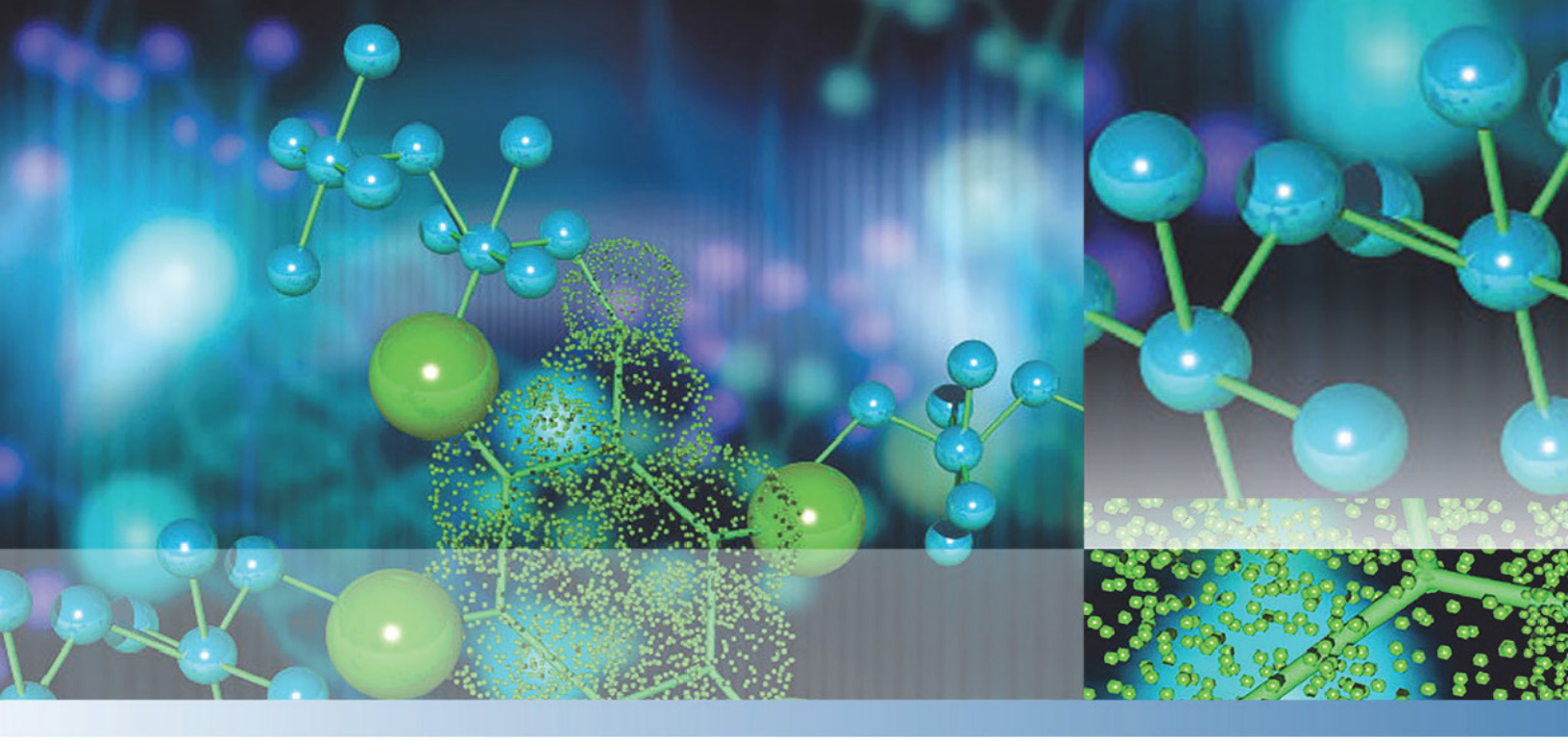
7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.



iCAP Pro XP Duo ICPOES System

CPQ-00848715

February 27, 2026

WEST VIRGINIA DEPT OF AGRICULTURE

Matthew Sites

60B Industrial Park Rd
Moorefield West Virginia 26836
United States

ThermoFisher
SCIENTIFIC

Matthew Sites
WEST VIRGINIA DEPT OF
AGRICULTURE
60B Industrial Park Rd
Moorefield West Virginia 26836
United States

February 27, 2026

iCAP Pro XP Duo ICPOES System

Ref: Sol No CRFQ 1400 AGR2600000032
Due Date & Time: 3/10/26 @ 13:30

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-00848715	1.01	February 27, 2026	3
Lead Time	**Payment Terms**	**Freight Terms**	**Expiration Date**
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	June 26, 2026
Company Name		**Customer Name**	
WEST VIRGINIA DEPT OF AGRICULTURE		Matthew Sites	
* 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

This quotation contains time bound promotional offerings that require order placement by the expiration date shown above. These time bound promotional offerings may not be repeated or extended beyond the expiration date.

Customer Info:

Customer Name: Matthew Sites
Company Name: WEST VIRGINIA DEPT OF AGRICULTURE
Address: 60B Industrial Park Rd
Moorefield West Virginia 26836
United States

Phone: (304) 538-2397
Email: msites@wvda.us

Sales Contact Info:

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

iCAP Pro XP Duo ICPOES System

Item	Description		Unit Price	Qty	Unit Discount	Total Price
1.1	BRE731413	Country: DE	$112,400.00	1	$47,208.00	$65,192.00

iCAP PRO XP Duo ICP-OES (made in EU)
iCAP PRO XP Duo ICP-OES (made in Germany) with direct system control via Qtegra ISDS Software

(External PC and Qtegra ISDS Software need to be ordered separately)

The iCAP PRO XP ICP-OES delivers high throughput and robust trace elemental analysis with ultra-fast start-up, easy-to-use software and advanced accessory control, providing fast sample turnover times and advanced software features.

Complete ICP-OES system to include:

- True simultaneous iCAP PRO Series ICP-OES spectrometer covering the whole wavelength range in one single acquisition, with vertical torch orientation for ultimate robustness for both, radial and duo instruments

- Standard aqueous sample introduction kit with a glass concentric nebulizer, glass cyclonic spray chamber, demountable quartz torch supplied with a 2.0 mm diameter bore center tube and an improved torch and injector holder as well as setup blank and multi element test solution

Technical details of the spectrometer:

- Compact unit for bench mounting (615 x 690 x 933 mm)

Sales Quotation

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Lead Time	**Payment Terms**	**Freight Terms**	**Expiration Date**
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	June 26, 2026
Company Name		**Customer Name**	
WEST VIRGINIA DEPT OF AGRICULTURE		Matthew Sites	
* See end pages of quote for PO Submission details			

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Item	Description		Unit Price	Qty	Unit Discount	Total Price
	- One simultaneous measurement with full wavelength coverage from 167 to 852 nm - Solid state 27.12 MHz RF generator as power source to the plasma with free tunable RF power for customized sample analysis - Thermostatically controlled Echelle polychromator for ultra-stable analyses with the option to use Ar or N2 as purge gas - CID camera cooled down to -45 degrees Celsius for low background noise - Fully interlocked torchbox with safety viewing window and sliding door to contain plasma with a unique exchangeable inner torch box to prevent corrosion - 4-channel peristaltic pump for stable sample introduction with free tunable pump speed to facilitate any analysis needs - Ease-of-use torch design for simplified maintenance and installation as well as reliable positioning of the torch for reproducible results - Free tunable auxiliary, nebulizer and cool gas flows for customization of sample analysis - Addition of Ar, air or O2 through an extra MFC controlled gas box for demanding applications - Ensuring operator and instrument safety through full interlock control of gas and water flow, exhaust, polychromator and camera temperature - Interlocked drain sensor allows for safe, unattended analysis, prevents spillage and saves sample in case of interruptions in the sample introduction - LED status bar to display instrument and analysis status - Plasma TV for remote observation of the plasma - Tunable radial viewing height for optimum performance - Gas saving standby mode - Boost purge capabilities for ultra-fast warm-up - Enhanced UV (eUV) capability for improved detection limits for elements like e.g. Al, As, Cd, Hg, P, Pb and S - Advanced plug-in control for autosamplers, auto-dilution and other accessories - Cooling water supplied from an external recirculating chiller (not included) - Power requirements: 200-240 V, 50-60 Hz, single phase, 16 A (Europe), 20 A (North America, Japan) Designed and manufactured by an ISO9001 registered company.					
1.2	101103010000003 TF900 Air Cooled Chiller (115 V/60 Hz)	Country:	$9,190.00	1	$1,654.20	$7,535.80

Sales Quotation

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4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	June 26, 2026
Company Name		**Customer Name**	
WEST VIRGINIA DEPT OF AGRICULTURE		Matthew Sites	
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West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Unit Discount	Total Price
	TF9 B A 115/60 T1 35M IPR SPC - Air cooled water chiller				
1.3	BRE0030065 Country: CN iSC-65 Autosampler The Thermo Scientific iSC-65 Autosampler is a four-rack autosampler for liquid sample introduction. ********IMPORTANT******** These items need be ordered separately: • Country specific power cord • Autosampler probe: - ICP-OES: 0.75 mm i.d. (red band) - ICP-MS: 0.5 mm i.d. (blue band) • Ethernet - USB adapter: - ICP-OES: optional - ICP-MS: required NOT RECOMMENDED FOR USE WITH ORGANIC SOLVENTS ********** • Random access compact autosampler for ICP-OES and ICP-MS analysis. • Compatible with all iCAP PRO Series ICP-OES and iCAP Q/Qnova/MX Series ICP-MS instruments. • Capacity for up to four Bel-Art racks • 84 to 360 vial capacity, depending on rack configuration.	$8,400.00	1	$4,200.00	$4,200.00

Sales Quotation

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4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	June 26, 2026
Company Name		**Customer Name**	
WEST VIRGINIA DEPT OF AGRICULTURE		Matthew Sites	
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Item	Description		Unit Price	Qty	Unit Discount	Total Price
	• Suitable for 100 - 240 V and 50/60 Hz operation. Requires Qtegra ISDS Software v2.18 or higher. Contains: • Autosampler, baseplate, rinse station and tubing • Power adapter (NO cable; order separately!) • One ethernet cable for communication • One 60 position Bel-Art tube rack • Ten 50 mL polypropylene vials with caps for standards • Sixty 12 mL polypropylene vials for samples					
1.4	BRE0033171 Sample Rack - 60 Position (PP) 60 position sample rack (for 13-16 mm vials) made from polypropylene to fit on common Thermo Scientific iSC-65 Autosamplers as well as ESI and Teledyne CETAC Autosamplers.	Country: CN	$45.40	3	$9.08	$108.96
1.5	BRE0004311 15mL Poly Vials, 17 x 100mm (1000/kit)	Country: US	$555.00	1	$149.85	$405.15
1.6	BRE0030313 iSC-65 Sample Probe (0.75 mm ID) Sample probe with 0.75 mm inner diameter and red band for use with the iSC-65 Autosampler and ICP-OES applications.	Country: AU	$310.00	1	$62.00	$248.00
1.7	BRE0019681 iCAP PRO Duo Aqueous Kit Contains 1 each: • Duo Quartz Torch • Quartz Center Tube, 2 mm ID • Torch Holder and Center Tube Holder • Spray Chamber Adapter • Cyclonic Spray Chamber	Country: CN	$2,080.00	1	$1,040.00	$1,040.00

Sales Quotation

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Company Name		**Customer Name**	
WEST VIRGINIA DEPT OF AGRICULTURE		Matthew Sites	
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Item	Description		Unit Price	Qty	Unit Discount	Total Price
	• Concentric Nebulizer • Ball Joint Clip • Tubing Set and Sampling Probe • Pack of 6 Pump Sample Tubings for Aqueous Applications • Pack of 6 Pump Drain Tubings for Aqueous Applications					
1.8	842314050004 Data Station (100/230V, 50/60Hz) Dell OptiPlex 3080MT for ICP-OES and AAS • 24“ flat screen monitor • Intel® Core i3-10100 (3.60 GHz, 6 MB) Processor • Windows 10 IoT Enterprise (64 bit) • 16 GB (8 GB*2) (DDR4 2400 MHz) Memory • 1 TB 7200 rpm SATA Hard Disk Drive • Intel (HD 4600) Integrated Graphics Card • 8x DVD+/-RW Optical Drive • 2 (1 integrated network card, 1 PCI-Network card) Network Adapters • DELL USB Optical Mouse and USB Keyboard English version • 3 Year Hardware Service Warranty with Onsite Service After Remote Diagnosis	Country: CN	$3,790.00	1	$1,023.30	$2,766.70
1.9	BRE0020564 Qtegra ISDS for iCAP PRO Instrument (1 seat) and Desktop (3 seats) License and Thermo Scientific™ Qtegra™ Intelligent Scientific Data Solution™ (ISDS) Software for iCAP PRO Series ICP-OES Qtegra ISDS Software includes: - Get Ready for a fully automated, data driven startup process - Simple, intuitive, and guided user input sequence delivering faster setup time - Simplified creation of LabBooks with Templates - Facilitated sample data input from digital Barcode/QR Code readers or LIMS Systems. - Data processing capabilities for trace elemental quantification - Integrated Interelement Correction (IEC) workflow based on intensity or concentration - Clear data visualization and data transparency - Comprehensive data export and reporting options - Full suite of 21CFR Part 11 compliance tools	Country: DE	$5,010.00	1	$2,104.20	$2,905.80
1.10	842313050711 Test Solutions for iCAP Series ICP-OES used for preformance checks as well as replacement test solutions for Instrument Qualification	Country: US	$285.00	1	$76.95	$208.05

Sales Quotation

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Company Name		**Customer Name**	
WEST VIRGINIA DEPT OF AGRICULTURE		Matthew Sites	
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Item	Description		Unit Price	Qty	Unit Discount	Total Price
	Contains: - 430122821401: iCAP Series Multi Element Test Solution (METS, containing in ppm: P 10; K, Ni 5; Al, Cu, Mn 1; Ba, Ca, Mg, Zn 0.2) - 430122821411: iCAP Series Setup Solution (Loaded Blank, 2 ppm Zn), used as blank solution for performance checks (and/or Torch Alignment in iCAP 6000/7000 Series ICP-OES)					
1.11	BRE0020420 iCAP PRO and Chiller CountKit NA Power cords for iCAP PRO Series ICP-OES instruments for North America for a nominal voltage of 200-240 VAC, 50-60 Hz, single phase, containing - 1 x NEMA 6-20P - 1 x NEMA L6-20P Also used for LabTech 3000 and ThermoFlex chillers.	Country: AT	$348.00	2	$93.96	$508.08
1.12	702-023403 3 DAYS TEA ONSITE SUPPORT	Country:	$9,320.00	1	$9,320.00	$0.00
1.13	701-061312 Fact Warr PM - iCAP PRO XP Radial or Duo • Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit	Country: US	$4,714.00	1	$1,084.22	$3,629.78
1.14	701-057892 Ext Warranty Promo - iCAP PRO XP Rad/Duo Extended Warranty Promotion - iCAP PRO XP Radial or Duo • 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)	Country: US	$12,559.00	1	$12,559.00	$0.00

Instrument Subtotal: $169,445.20
Instrument Discount: - $80,696.88
Instrument Total: $88,748.32

iCAP PRO XP Duo Subtotal: $169,445.20
iCAP PRO XP Duo Discount : - $80,696.88
iCAP PRO XP Duo Total: $88,748.32

Sales Quotation

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WEST VIRGINIA DEPT OF AGRICULTURE		Matthew Sites	
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Discount Detail

The discounts to the right include:

Promotions: - $67,111.20

Quote Subtotal:	**$169,445.20**
Promotions / Discounts:	**- $80,696.88**
Quote total less discounts:	**$88,748.32**
Shipping:	**$2,311.00**
Quotation Totals:	**$91,059.32**

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.

Take advantage of our Lease Offerings:

Please see below for monthly payment options and contact financialservices@thermofisher.com or call (800) 986-9731 ext. 7 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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WEST VIRGINIA DEPT OF AGRICULTURE		Matthew Sites	
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Leasing estimate is based on a total cost of **$91,059.32**; you may choose from the monthly payment options below:

	Lease Term (months)			
	24	36	48	60
Fair Market Value Purchase Option:	$3,371.93	$2,490.47	$1,839.40	$1,578.06
$1.00 Purchase Option:	$3,978.38	$2,718.12	$2,085.26	$1,711.00
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.

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Company Name		**Customer Name**	
WEST VIRGINIA DEPT OF AGRICULTURE		Matthew Sites	
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Options / Recommendations

Item	Description		Unit Price	Qty	Unit Discount	Total Price
1.15	C0202-99-00182	Country: US	$1,620.00	1	$324.00	$1,296.00

PV PDU 2xL6-20R,2x6-20R,4x5-15R, NOT EU

- This PDU (Power Distribution Unit) for the Powervar UPS and power conditioner systems acts as a “power strip” with numerous plug receptacles. The L14-30R (receptacle on UPS or power conditioner) mates with the PDU`s 10’ long power cord and L14-30P (plug). These receptacles allow the user to plug in all the power cords for both 120V and 230V components that belong to their LCMS system in one place and keep them protected from power surges and short power failures, “brown-outs”, of their facility power.

- Each PDU can be matched up with any of the LSMS Powervar Security Plus II UPS or power conditioner systems. The differences in the PDUs that are offered relate to the combination of receptacles that each of our MS systems require.

- This PDU is designed for use with the Exploris (all), ID-X, IQ-X, LTQ XL, Fusion, Fortis, Quantis, and Endura MS systems (including all Editions and Plus versions) as well as iCAP 6000/7000, Pro, RQ/TQ Series ICP-MS and contains the following receptacles:

• 4x 5-15R rated at 15A (120V)

• 4x 6-20R rated at 20A (230V)

• 2x L6-20R rated at 20A (230V)

1.16	C0012-01-00080	Country: US	$6,100.00	1	$1,220.00	$4,880.00

POWERVAR POWER CONDITIONER 5.0kVA, RoHS

- This 5.0 kVA single-phase power conditioner can be used with various instruments and accessories. Power conditioners are used for applications that require large power loads or applications with dual-voltage requirements. To accommodate the variety and number of plugs from the various instruments and accessories, a separate PDU (Power Distribution Unit) must also be ordered.

- The following LCMS and ICP-MS systems can be used with this 5.0 kVA power conditioner: Exploris 120 & 240, ID-X, IQ-X, Fusion, Fortis, Quantis, Endura, Quantiva, Quantum, Altis, Ascend, Fusion Lumos, Eclipse, and Q Exactive series as well as iCAP 6000/7000, Pro, RQ/TQ Series. All Editions and Plus versions of the listed LCMS instruments can also be used with this power conditioner.

- A computer system for instrument operation and an LC system are expected and accounted for in these configurations. There is no need to add a nitrogen generator to the power conditioner since there is no conductive connection point to the LCMS System. Other instruments and accessories can also be added if one does not exceed the power requirements of the power conditioner and one has the needed

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Company Name		**Customer Name**	
WEST VIRGINIA DEPT OF AGRICULTURE		Matthew Sites	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
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Item	Description		Unit Price	Qty	Unit Discount	Total Price
	receptacles to plug these instruments and accessories into the power conditioner either directly or through a PDU. - Specs: • This power conditioner comes with a 6-foot power cord ending in a L6-30P and requires an input voltage of 208V. • The back of the power conditioner has various receptacles that can be used to plug in other devices. The receptacles included in this model are: 4x 5-15R and a L14-30R. The L14-30R is the receptacle that is used to plug the PDU into the Power Conditioner. • Dims: 10.00” x 12.47” x 18.00” (inches)					
1.17	701-061870 eLearning 1-year Subscription	Country: US	$1,740.00	1	$348.00	$1,392.00

Options Total: $7,568.00

Purchase Order - Submission Details

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Inco Terms 1	**Inco Terms 2**	**Shipping Method**	
Origin - 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-00848715	1.01	February 27, 2026	14
Lead Time	**Payment Terms**		**Expiration Date**
4-6 weeks	NET 30 DAYS UPON INVOICE DATE		June 26, 2026
Inco Terms 1	**Inco Terms 2**	**Shipping Method**	
Origin - 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	ACE Property & Casualty Insurance Co.	20699
INSURER C:	ACE American Insurance Company	22667
INSURER D:	ProAssurance Specialty Insurance Company	17400
INSURER E:		
INSURER F:		

INSURED
Thermo Electron North America LLC
Thermo Fisher Scientific Inc.
1400 Northpoint Parkway, Suite 50
West Palm Beach FL 33407 USA

COVERAGES **CERTIFICATE NUMBER:** 570114186492 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			G71815067006 SIR applies per policy terms & conditions	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TC2JCAP-7439L260-TIL-25	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $25,000			XEUG71815080006	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5P0275212551K	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Products Liability			G72530494005 Completed Ops-Claims Made SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Aggregate Limit Each Claim Completed Ops	$5,000,000 $5,000,000 Included

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

Evidence of Insurance.

CERTIFICATE HOLDER

Thermo Electron North America LLC
Thermo Fisher Scientific Inc.
1400 Northpoint Parkway, Suite 50
West Palm Beach FL 33407 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570114186492

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AGENCY CUSTOMER ID: 570000057847

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Thermo Electron North America LLC
POLICY NUMBER: See Certificate Number: 570114186492	
CARRIER: See Certificate Number: 570114186492 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				EX25MA380009 Excess Prods-Claims Made	07/01/2025	07/01/2026	Aggregate	$10,000,000
							Each Occurrence	$10,000,000

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