West Virginia
Purchasing Division
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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 6

List View

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

Procurement Folder: 1905432
Procurement Type: Central Purchase Order
Vendor ID: VS0000042440
Legal Name: PERKINELMER US LLC
Alias/DBA:
Total Bid: $58,087.01
Response Date: 03/10/2026
Response Time: 12:39
Responded By User ID: PerkinAES
First Name: Julia
Last Name: Hamilton
Email: ContractsShelton.AES@pe
Phone: 8557269377

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: 6
Total of All Attachments: 6

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 ESR03102600000005827	1

VENDOR
VS0000042440 PERKINELMER US LLC

Solicitation Number: CRFQ 1400 AGR2600000032

Total Bid: 58087.0100000000002037268131 97 **Response Date:** 2026-03-10 **Response Time:** 12:39:48

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	58087.010000	58087.01

Comm Code	Manufacturer	Specification	Model #
41115411			

Commodity Line Comments: Bid submitted in accordance with Clarification Letter attached.

Extended Description:

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

WORKFLOW, **MAX**IMIZED
DOWNTIME, MINIMIZED

Avio® Max Series ICP-OES

PerkinElmer®
For the Better

MULTITASKING SOLUTIONS FOR MULTIELEMENTAL ANALYSIS

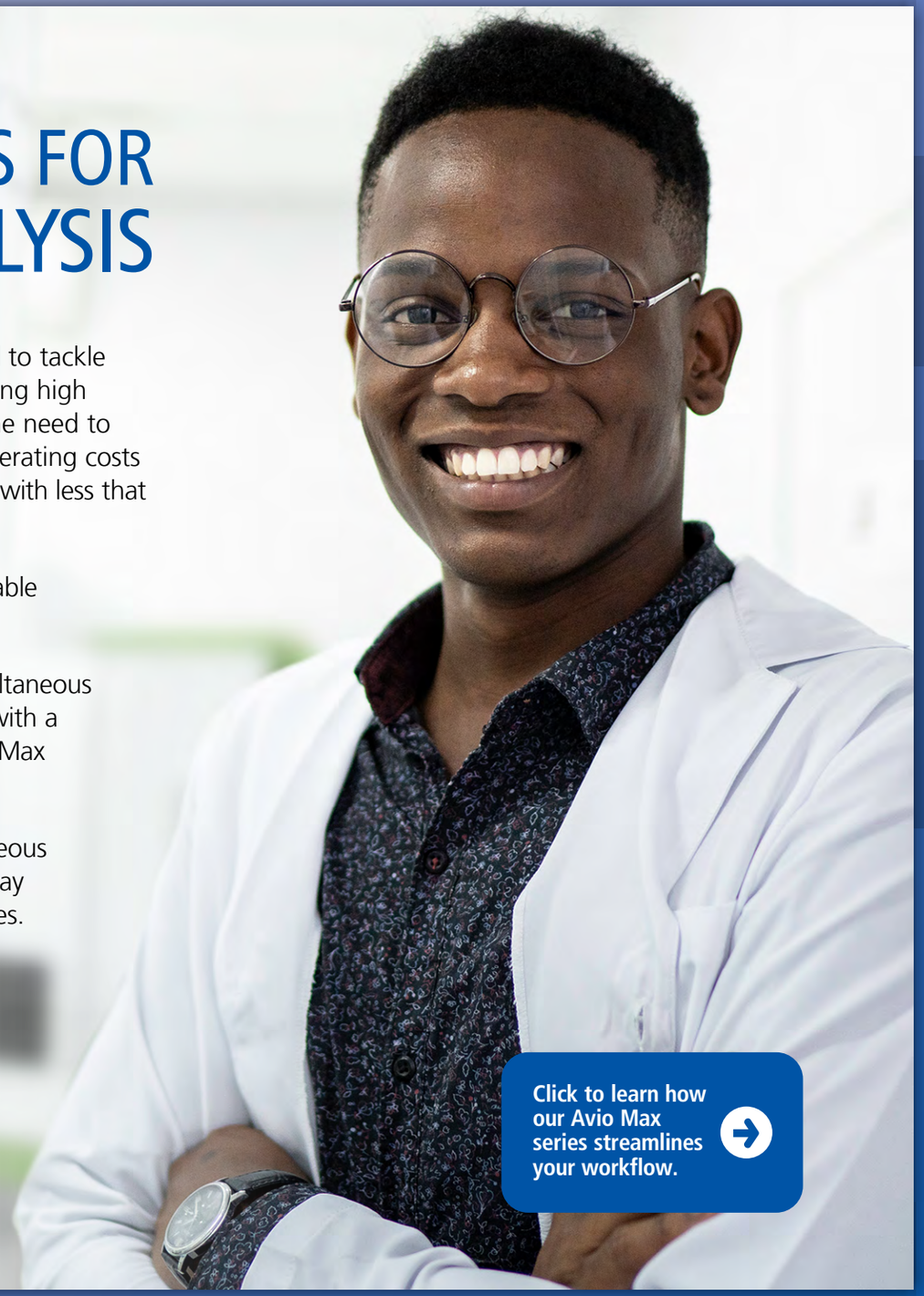
Today's laboratories conducting multielemental analyses are expected to tackle quick turnaround times and meet lower detection limits while delivering high levels of sample accuracy. Workloads and workflows may vary, but the need to work quickly doesn't. At the same time, every lab is looking to lower operating costs and reduce maintenance. Bottom line, it's the push to do much more with less that drives both scientific and business decisions.

Enter the **Avio® Max Series:** the ICP-OES systems that are as comfortable with multitasking as you are.

With Avio 550/560 Max systems, you have high-throughput, fully simultaneous ICP-OES instruments that deliver exceptionally fast performance. Plus, with a built-in high-throughput sample-introduction module on the Avio 560 Max system, you can reduce 1.5-minute runtimes to about 30 seconds.

And our Avio 220 Max system – the industry's pioneer hybrid simultaneous ICP-OES for demanding multielemental analyses – provides plug-and-play performance that takes you from cold start to analysis in just 10 minutes.

What's more, these systems can use half the argon of competitive systems, with zero-maintenance features that deliver maximum uptime and exceptional productivity, regardless of workload -- all with an enhanced user experience.



Click to learn how our Avio Max series streamlines your workflow.

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FULLY SIMULTANEOUS ICP-OES FOR DEMANDING WORKFLOWS

The **Avio 550/560 Max systems** are ideal for high-throughput testing labs and manufacturing QA/QC laboratories. The Avio 550 Max system is equipped with a standard sample-introduction setup, whereas the Avio 560 Max comes with a built-in high-throughput sample-introduction module for even faster analysis. They deliver the lowest argon consumption of any ICP – at least 50% lower than other systems. Plus, Syngistix™ software offers smart workflows for increased operational efficiencies and sample accuracy. These systems deliver all the speed you need to guarantee you meet your turnaround times.

Read more about the Avio 550/560 Max ICP-OES.

THE HYBRID SIMULTANEOUS SYSTEM FOR EVERYDAY WORKLOADS

From cold start to analysis in just 10 minutes: the plug-and-play **Avio 220 Max system** boasts the fastest startup in the business, saving you time and operating costs by allowing you to shut down the instrument between runs. Plus, it consumes approximately half the argon of competitive systems for additional cost savings. And Syngistix software offers intelligent workflows for enhanced operational efficiencies and sample accuracy. The Avio 220 Max provides exceptional stability and minimum sample preparation thanks to the combination of its proprietary technologies – making it the perfect ICP solution for labs with smaller workloads, but where performance is still key.

Read more about the Avio 220 Max ICP-OES.

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550/560 MAX

AVIO 550/560 MAX: ALL-IN-ONE ICP-OES

Whether your lab tests environmental, industrial, chemical, food, or pharmaceutical samples, you've got to up your game, analyzing higher volumes of multielemental samples more efficiently than ever before. So your technology has to keep pace, delivering the speed, throughput, sensitivity, and uptime you need – all while keeping an eye on operational expenses.

- ▶ EXCEPTIONAL THROUGHPUT
- ▶ SIMPLE TO USE
- ▶ LOW COST OF OWNERSHIP
- ▶ ADVANCED OPTICAL SYSTEM
- ▶ HIGH PRECISION

EXCEPTIONAL THROUGHPUT

For most labs, throughput is the biggest challenge – and that's where the Avio 550/560 systems really deliver. These fully simultaneous systems provide leading throughput, perfect for high sample demands. The systems' **Dual View technology** delivers full-wavelength coverage with superior sensitivity, so even elements at high or low wavelengths can be measured with confidence in the same run. What's more, the built-in **High-Throughput System (HTS)** on the Avio 560 Max dramatically reduces sample-to-sample times with faster sample uptake, stabilization, and washout.

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- EXCEPTIONAL THROUGHPUT
- SIMPLE TO USE
- LOW COST OF OWNERSHIP
- ADVANCED OPTICAL SYSTEM
- HIGH PRECISION

LOW COST OF OWNERSHIP

The systems' **vertical torch mount** lets you quickly and easily adjust, even while the system is running, for maximum performance with no required maintenance. And the removable injector is independent of the torch, reducing maintenance and the potential for breakage.

Our robust, proprietary **Flat Plate™ plasma technology** generates a robust, matrix-tolerant plasma that uses half the argon of competitor systems. Two flat-plate induction fields sit perpendicular to the sample flow, which generates a stable, symmetrical plasma that reduces the need to change dewars and cylinders, with no maintenance or cooling required.

And innovative **PlasmaShear™ technology** eliminates the cool tail plume of the plasma, removing the need for high-extraction systems or cones and delivering low-maintenance, fully automated, argon-free interference removal.

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- EXCEPTIONAL THROUGHPUT
- SIMPLE TO USE
- LOW COST OF OWNERSHIP
- ADVANCED OPTICAL SYSTEM
- HIGH PRECISION

SIMPLE TO USE

Right from the start, our Avio 550/560 Max systems (and the Avio 220 Max) are built for super-efficient performance with little to no maintenance required. On top of that, our **Syngistix** software has been designed from the ground up to mirror your workflow, delivering an intuitive, easy-to-learn interface with smart features to increase your uptime and ensure accurate results. Icon based, with simple, smart methods, the system delivers fast, easy operation with minimal training. And it provides a common software platform that spans our AA, ICP-OES, and ICP-MS platforms.

Click here to read more about Syngistix software.

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550/560 MAX

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- EXCEPTIONAL THROUGHPUT
- SIMPLE TO USE
- LOW COST OF OWNERSHIP
- ADVANCED OPTICAL SYSTEM
- HIGH PRECISION

ADVANCED OPTICAL SYSTEM

There's plenty that's innovative in the new Avio 550/560 Max solutions. Here are just a few of the key optical technologies that set us apart:

- **Off-axis optics** for enhanced sensitivity
- **Free-form optics** to improve resolution and increase sensitivity
- **Proprietary optical coating** for great UV performance
- **Regulated optical temperatures** for improved performance

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- SIMPLE TO USE
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- HIGH PRECISION

HIGH PRECISION

High precision ICP-OES (HP-ICP-OES) provides unparalleled accuracy, with RSDs of 0.1% or less. It compensates for all sources of noise by measuring the internal standard at the same time as the analyte, for fully simultaneous measurements. HP-ICP-OES, available on the Avio 550/560 Max systems, is for labs requiring the highest levels of accuracy and precision.

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220 MAX

AVIO 220 MAX: TAKE EVERYDAY TO A NEW LEVEL

For some labs, sample volumes and workloads aren't an issue – but fast turnaround times on single- or multielemental analyses are still essential. For these labs, the intuitive, easy-to-use, hybrid-simultaneous Avio 220 Max system is simply the right choice. It's the plug-and-play, low-maintenance, high-uptime solution for small- to medium-size labs with big ambitions.

- HIGH THROUGHPUT
- LOW COST OF OWNERSHIP
- SIMPLE TO USE

HIGH THROUGHPUT

Welcome to the world of **hybrid simultaneous ICP-OES**: The Avio 220 Max is the only ICP solution providing fast startup and simultaneous measurements, giving you all the throughput and flexibility you need for your workload. Plus, this plug-and-play instrument is simply the fastest ICP-OES from cold start to analysis in just 10 minutes. And with little or no maintenance for critical technologies, this is an ICP-OES that delivers exceptional uptime – and productivity.

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▶ HIGH THROUGHPUT

▶ LOW COST OF OWNERSHIP

▶ SIMPLE TO USE

LOW COST OF OWNERSHIP

Everything about the Avio 220 Max system is geared toward cost-efficient operation. Just like with all our Avio Max series systems, the Avio 220 Max boasts **torch mount** technology that enables you to adjust the torch as the instrument is operating for maximum performance. And the removable torch-independent injector simplifies maintenance and reduces cost.

Flat Plate plasma technology uses half the argon of other systems – a considerable cost savings – while generating a robust, matrix-tolerant plasma. Perpendicular flat-plate induction fields deliver a stable, symmetrical plasma, reducing maintenance and cooling requirements.

And **PlasmaShear interface removal** eliminates the need for a high-extraction system or cones while providing a fully automated, argon-free interference removal system.

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▶ HIGH THROUGHPUT

▶ LOW COST OF OWNERSHIP

▶ SIMPLE TO USE

SIMPLE TO USE

The Avio 220 Max system allows you to run in **Attenuation mode**, reducing the signal by 90% without manual dilution, with just the press of a button. And it's customizable for every wavelength for maximum flexibility, enabling both high- and low-concentration elements in one analysis.

Plus, our **Syngistix software** mirrors your workflow, delivering a simple, intuitive, icon-based interface, with smart features to increase your uptime and ensure accurate results. And with smart methods, the system delivers fast, easy operation with minimal training.

Click here to read more about Syngistix software.

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THE SMART SOFTWARE FOR EVERY WORKFLOW

Our Avio Max series systems leverage the simple, powerful, intuitive, and *intelligent* Syngistix for ICP software, with workflows that walk you through every step of your analysis – from initial instrument setup to final results – for consistent, efficient, reliable operation. The software delivers:

- Intuitive user interface
- Built-in, smart methods for faster, easier method development
- Customizable user setup
- Extensive diagnostic monitoring to ensure instrument health and data quality

Syngistix software simply *works* with your workflow – with less intervention and a whole lot more uptime and productivity.

▶ SMART DATA
▶ SMART MONITORING
▶ SMART METHODS
▶ SMART COMPLIANCE

SMART DATA

With Syngistix software, you can control your data like never before, reviewing/editing calibration curves, relative standard deviation percentages, QC charting, and much more. The software delivers custom reporting and exporting templates with automatic exporting at the end of the analysis. And it even provides a color indicator for samples that are outside user-defined limits.

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SMART MONITORING

With Syngistix software, much of your QC monitoring and internal standards checking are performed automatically, with little or no manual intervention. Should a failure occur – including changes in nebulizer backpressure, extinguished plasma, or other hardware errors – you're informed in the Data Viewer and Results windows and through email, text, and an audible warning.

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▶ SMART DATA

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SMART METHODS

All our Avio Max systems provide preset methods for faster, simpler operation and accurate, reliable data, cutting method development time in half. The Method Editor organizes parameters into logical groups and allows measurement times to be selected for faster, more productive development.

Our Avio 550/560 Max systems offers Universal Data Acquisition, enabling you to collect all the data for every sample, regardless of the elements specified in your analytical method. And you have the flexibility to determine the concentrations of elements not in the original method or those at alternate wavelengths – with no special analysis modes, fewer sample reruns, and no time or data-storage penalties.

What's more, Multicomponent Spectral Fitting provides simple, reliable interference removal in the most difficult samples by letting you isolate the analytical signal from the measured spectra for superior accuracy, precision, and detection limits.

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▶ SMART DATA

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SMART COMPLIANCE

Any pharmaceutical company that wants to sell products in the United States must comply with FDA 21 CFR Part 11 requirements, ensuring data integrity and reliability during analytical testing. Our Avio Max systems help you meet those compliance goals with our Syngistix Enhanced Security™ software, providing data integrity through a secure database file structure and electronic records, audit trails, e-signatures, select user permissions, and more – everything you need to meet the technical requirements for 21 CFR Part 11 compliance.

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Environmental Testing

As with most environmental testing labs, fast turnaround and instrument uptime are critical to successfully process hundreds of samples per day. Labs need reliable instruments that promise high throughput and low maintenance. That's our Avio 550 and 560 Max systems.

Whether you're analyzing drinking water, wastewater, or soils, our fully simultaneous ICP – along with a built-in HTS on the Avio 560 Max – provides increased output, crunching sample times from a minute and a half to just 30 seconds for demanding multielemental applications.

With exceptional stability, low- to no-maintenance hardware, low argon consumption, and robust plasma, the Avio 550 and 560 Max systems are the perfect choice for labs like yours – challenged with increasing sample analysis without increasing budgets.

Plus, with Syngistix software, you'll benefit from real-time instrument diagnostics and smart results viewing to track sample analysis, QC, and internal standard performance – ensuring your results are accurate and error free.

Read our application note about the analysis of wastewaters following U.S. EPA 200.7.

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In-Service Lubricants Analyses

Hydraulics, transmission fluid, and gear and engine oils are all key components for keeping heavy machinery up and running smoothly. Analyzing these components gives a clear view of the health of a machine, which helps prevent breakdowns and costly repairs. And the earlier the detection, the more reliable the machine.

While many aspects of in-service oils need to be monitored, the metal content serves as a key indicator of the engine's condition. Our Avio 550 Max Oils is accurate and sensitive enough to detect the smallest trace amounts of wear metals, such as copper, iron, boron, and sodium, providing confidence in your results. You face unique challenges every day, and our customized solutions help you optimize your lab operations. Our cutting-edge instrumentation and turnkey systems – like the Avio 550 Max ICP-OES Oils system and OilPrep™ 8 oil diluter – help you get to accurate results faster.

Read our application note detailing the analysis of in-service oils following ASTM D5185.

For years, in-service oil and lubricant testing labs have had throughput, accuracy, and cost challenges. In the past, particle count and elemental analyses were conducted separately, requiring more time for sample preparation, analysis, and reporting. This also meant getting more samples up front and creating more waste on the back end. And, particle counting alone could take up to 20 minutes per sample. Now, all that has changed.

When it comes to particle count and elemental analysis, our proven patent-pending, two-in-one solution enables you to save time and improve workflows. The Avio Max 550 ICP-OES Oils system coupled with the LPC 500™ liquid particle counter allows you to measure metal content, as well as particle count and size, all in one run.

Read our application note to learn more about a novel approach to analyzing in-service lubricants for particle size/count and metal content.

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Geochemical Analysis

From infrastructure to automobiles to electronics, mined materials are vital to our way of life. Mining and metallurgical companies, academic institutions, and contract testing labs rigorously analyze geology and mining materials to ensure they're void of impurities and meet quality standards every step of the way.

Our Avio 550 and 560 Max ICP-OES systems can keep up with the ever-increasing sample volume in high-productivity labs like yours. Our fully simultaneous, dual-view, compact ICP-OES utilizes a vertical plasma, enabling you to handle your most difficult, high-matrix samples without dilution.

Plus, our Avio 560 Max solution features a built-in HTS, so you can reduce the time needed for sample uptake, stabilization, and washout – maximizing your productivity and optimizing your workflows.

Read our application note to learn more about using Multicomponent Spectral Fitting to resolve difficult interferences in metallurgical samples.

Read our application note about the analysis of impurities in lead using our Avio ICP-OES solutions.

Read our application note about high-precision analysis of battery materials by ICP-OES.

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PerkinElmer
For the Better

Food Safety and Nutrients Testing

Safety and nutrition are of utmost importance when it comes to food analysis. And it's your goal to test as many samples as possible with precision and accuracy.

An ICP with reduced maintenance for complex sample matrices with high total dissolved solids (TDS), our Avio 550 and 560 Max fully simultaneous systems both feature built-in high-throughput screening and reduced start-up and analysis times. Our proprietary PlasmaShear interference-removal technology eliminates the need to clean cones and orifices, for reduced maintenance and increased uptime – perfect for fast-paced labs like yours. Plus, the Avio 560 Max features a built-in HTS system for even faster sample analysis.

Many research and development labs require daily instrument shutdown. These labs benefit from our Avio 220 Max – a hybrid simultaneous system that boasts reduced maintenance for high-TDS samples and quick startup in just 10 minutes.

Read our application note about early detection of chloride in 3-MCPD precursors in palm oil through the analysis of chloride in edible oils.

Read our application note about the determination of nutrients in animal feed in accordance with EN 15621.

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For the Better

Pharmaceutical Testing

A critical consideration for pharmaceutical testing is ensuring your lab remains compliant with regulations such as 21 CFR Part 11. Don't worry – we've got you covered. Our Avio Max systems help you comply thanks to Syngistix Enhanced Security software through data integrity with secure database file structure and electronic records, audit trails, e-signatures, select user permissions, as well as other features.

There's so much more to successful pharmaceutical analysis – handling complex samples, increasing your throughput, streamlining workflows – and our fully simultaneous Avio 550 and 560 systems can help you get there. With PlasmaShear technology, you can say goodbye to tedious tasks such as cleaning cones and orifices for high-TDS samples. Plus, the Avio 560 Max includes a built-in HTS system for even faster sample analysis.

And for labs with intermittent sample analysis needs, or cost-conscious ones, the Avio 220 Max allows multiple daily shutdowns with lightning-fast startup in 10 minutes, so you can go from cold start to sample analysis to results faster than ever before.

Read our application note to learn about analyzing allergy medications using ICP-OES following USP 232/233 guidelines with software designed to aid in 21 CFR Part 11 compliance.

Learn more about the analysis of SiO_2- and TiO_2-containing medications using ICP-OES following USP 232/233 guidelines with software designed to aid in 21 CFR Part 11 compliance.

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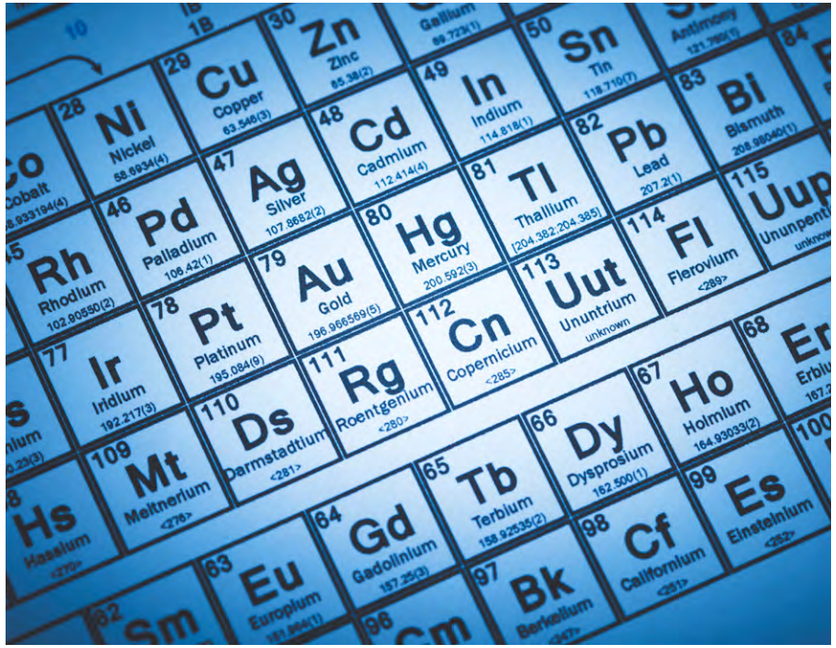
PRECISION-ENGINEERED CONSUMABLES

The consumables for our Avio Max series ICP-OES are designed with your instrument in mind, with each fit to perform and manufactured with the highest quality materials available. Whether you're looking for sample introduction components or standards, we have the consumables you need to keep your Avio Max instrument up and running smoothly and efficiently.



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PerkinElmer®
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COMPLETE SERVICES FOR INCREASED PRODUCTIVITY AND EFFICIENCY

OneSource® Laboratory Services

Today's lab leaders are facing several challenges, from tighter deadlines to increased budget scrutiny to teams with various degrees of comfort with lab equipment. Time that could be spent getting ahead is spent on noncore activities.

To help you overcome barriers to success, OneSource® Laboratory Services has built a team of trained scientists and engineers who bring their real-life knowledge to you, helping increase your productivity with recommendations on how to best utilize your assets. With this knowledge, you can get back to your core mission.

Labs of all sizes need to know their equipment will work as expected, every time they turn it on. From contracts and performance maintenance available for our instruments as well as other manufacturers' equipment to full lab asset management delivered globally, we can help you make the most of your important lab assets.

And for labs looking to introduce new equipment and techniques, we offer training at our facilities and yours.

INSTRUMENT SUPPORT SERVICES

Maintaining labs is never easy, especially when an instrument is down. We know you're responsible for the performance of your laboratory, and we make sure nothing holds you back. With the quickest response times and highest first-time fix rates, our field service engineers, manufacturing site technical service, and research and development teams are here at your disposal to ensure maximum uptime.

You need your instruments to be reliable and running with minimal downtime, and you want flexible service agreements that are easy to comprehend. We understand, and we're here to help.

COMPLIANCE SERVICES

Navigating the complexities of regulations can be difficult for even the most efficient laboratories. OneSource compliance services can help relieve the burden of compliance and free up more time for your core activities. With our consultative approach we can help identify gaps in data integrity and compliance of your lab instruments and systems.

OneSource offers the most robust range of compliance products and services for each stage of the instrument lifecycle. From commissioning, qualification, and computer system validation, to periodic OQ, and even system retirement activities – OneSource has your lab's compliance covered.

EDUCATION SERVICES

Whether you are looking for a basic instrument refresher course, simple troubleshooting techniques, general application support, or method optimization, our field application scientists or service engineers will come directly to your lab. Through education, you will gain knowledge and insights into the latest techniques, not only increasing your confidence, but also unlocking the full potential of your instrument.

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PerkinElmer® For the Better

SMARTER QUESTIONS FASTER ANSWERS

Looking for industry-leading informatics software? Or to overcome challenges like volatile pricing, increased environmental regulation, and data complexity? Browse our suite of informatics software and improve collaboration, spark R&D innovation, and deliver predictive analytics in real time.

ChemDraw®

The world's most trusted chemical research application, ChemDraw accelerates the creation and communication of chemistry reports, leverages smart functions to generate chemical structures, and integrates with key research literature and chemical-safety databases.

TIBCO™ Spotfire®

Quickly analyze disparate data from multiple sources and create a complete picture of what's happening in real time. This software will completely transform the way you work, allowing you to connect data sources and uncover new insights – all within minutes.

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For more information visit www.perkinelmer.com/AvioMax

PerkinElmer, Inc.
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(+1) 203-925-4602
www.perkinelmer.com

For a complete listing of our global offices, visit www.perkinelmer.com/ContactUs

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yyyyyyyyyyyyyyyyyyyyy

PerkinElmer, U.S. LLC.
710 Bridgeport Ave
Shelton, CT 06484-4794
USA

Phone 855-726-9377
www.perkinelmer.com

March 10, 2026

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON, WV, 25305

Attention: Larry D McDonnell

RE: CRFQ 1400 AGR2600000032

Dear Larry,

PerkinElmer U.S. LLC. is in receipt of the above noted RFQ, and after review of it, PerkinElmer respectfully offers our clarifications/exceptions listed below.

GENERAL TERMS AND CONDITIONS

1. Pg.15, Sec.19, CANCELLATION:

   PerkinElmer respectfully submits that we do not agree to paying for goods that the customer may choose to procure from another vendor.

2. Pg.15, Sec. TIME

   PerkinElmer respectfully the following modifications to this provision:

   Time is an important factor ~~of the essence~~ regarding all matters of time and performance in this Contract.

3. Pg.16, Sec. 28. WARRANTY:

   PerkinElmer respectfully submits that the products will conform to manufacturer specifications alone and we would like to offer our standard warranty that we offer to all our commercial and government customers, in lieu of this provision:

   28. Limited Warranty. The warranties set forth in this Section are the sole and exclusive warranties provided for Products purchased hereunder and shall only apply to Customer as the original purchaser. The "Warranty Period" shall be the period of time that the warranty is valid as specified for each of the warranties listed below.
   28.1 Instruments. PerkinElmer warrants that its instrument Products will substantially conform to PerkinElmer's published specifications in effect as of the date of shipment and will be free from defects in materials and workmanship, when subjected to normal, proper and intended usage, except that no warranty is provided for any used, refurbished or previously owned Products. Unless a different period is specified in the applicable quotation, the Warranty Period shall be (i) one (1) year from the date of shipment to Customer, or (ii) if the Product requires installation by PerkinElmer certified service engineers, the earlier of (x) one (1) year from the date of installation or (y) fifteen (15) months from the date PerkinElmer ships the Product to Customer. This warranty applies only to Products within the country of original delivery. Products transferred outside the country of original delivery, either by PerkinElmer at the direction of Customer or by Customer's actions subsequent to delivery, may be subject to additional charges prior to warranty repair or replacement of such Products based on the actual location of such Products and PerkinElmer's warranty and/or service surcharges for such location(s).
   28.1.1 Spare Parts. Parts replaced during a repair or other service may be retained by PerkinElmer and shall become the sole and exclusive property of PerkinElmer upon repair or replacement. PerkinElmer warrants replacement parts

provided during a warranty repair (the "Warranty Replacement Parts") for the longer of (i) the remaining term of the original Warranty Period of the Product in which the part is installed or (ii) ninety (90) days from the date of replacement. This warranty applies only to Warranty Replacement Parts installed by PerkinElmer or a third party authorized by PerkinElmer during the Warranty Period and explicitly excludes parts replaced in connection with non-warranty repairs or service, which are as-is and without warranty of any kind.

28.2 Reagents, Consumables, & Other Goods. For Products that are consumables, reagents or other goods supplied by PerkinElmer, PerkinElmer warrants that, at the time of shipment, all such Products shall conform to PerkinElmer's published specifications. Unless otherwise set forth in the Product documentation, quotation or price list, the Warranty Period shall be for the earlier of: (a) thirty (30) days from the date of delivery of such Products; (b) the expiration or "use by" date listed on the Product; (c) the half-life of the radioisotope contained in the Product; or (d) the Product's specified number of uses. This warranty shall only be valid if such Products are stored in accordance with PerkinElmer's instructions and used in accordance with the published specifications.

28.3 Software & Firmware. PerkinElmer warrants that Software (whether embedded in a Product or licensed separately) and firmware will substantially contain the functionality described in PerkinElmer's program manuals and, when properly installed and operated on a computer meeting the specifications specified therein, will substantially perform in accordance therewith; provided, however, that PerkinElmer does not warrant that the operation of the processor, Software or firmware will be uninterrupted or error-free. The Warranty Period shall be for ninety (90) days from the date of delivery.

28.4 Exclusions. The following are excluded from the warranties in Sections 28.1 through 28.3:

28.4.1 A Product's loss, damage, defect or failure to perform due to: (i) any installation, modification, calibration, repair, or servicing of the Product, including but not limited to modifications, repairs to or servicing of any hardware, firmware or Software incorporated in or connected to the Product, not performed by PerkinElmer or a third party authorized by PerkinElmer; (ii) any accidents occurring at Customer's site, including but not limited to, those caused by flood, fire, or other acts of nature; (iii) the negligence or willful misconduct of Customer or a third party; (iv) any movement of a Product to a location other than the location of original installation, unless such move is performed by PerkinElmer; (v) improper or inadequate maintenance; (vi) Customer or third party supplied hardware, software, interfaces, reagents, parts, consumables or other supplies; (vii) any combination or use of the Products with any incompatible equipment or ancillary products that may be connected to such Products; (viii) use or operation of a Product: (a) outside of the applicable Product specifications, or (b) inconsistent with the user manual provided with the Product; or (ix) improper site preparation.

28.4.2 PerkinElmer provides no warranties on any products manufactured by third parties, including, without limitation, software, that are sold by PerkinElmer to the Customer ("Third Party Products"). To the extent legally permissible, PerkinElmer will pass through to Customer any warranties provided by a third party manufacturer for Third Party Products. Third Party Products may be identified on quotes, invoices, sales order confirmations or other documentation by part numbers beginning with "ED" or "SPECIAL." Except as otherwise provided herein, PerkinElmer shall have no liability to Customer for Third Party Products.

28.4.3 Any consumable or customer maintained components, including without limitation, chromatography columns, filaments, energy sources, lamps, power amplifier tubes, graphite tubes, sample cell holders, burner and furnace chambers, nebulizers, items in the sample path, valves, tips and tubing, other similar parts with limited life expectancy referenced in the Product's applicable operating manual, or any other item intended to be replaced by a customer.

28.5 Remedies.

28.5.1 PerkinElmer shall not be liable for breach of the warranties set forth in Sections 28.1 through 28.3 unless: (i) Customer gives prompt written notice and a reasonable description of the defective Products to PerkinElmer during the Warranty Period; (ii) if applicable, PerkinElmer is given a reasonable opportunity after receiving the notice to examine such Products and Customer (if requested by PerkinElmer) returns such Products to PerkinElmer's place of business at PerkinElmer's cost for the examination to take place there; and (iii) PerkinElmer reasonably verifies Customer's claim that the Products are defective.

28.5.2 As Customer's sole and exclusive remedy for breach of the warranties in Sections 9.1 through 9.3, PerkinElmer agrees either to repair or replace, at PerkinElmer's sole option, any part or parts of such Products or Software which prove(s) to be defective within the applicable Warranty Period. Alternatively, PerkinElmer may at any time, in its sole discretion, elect to discharge its warranty obligations hereunder by accepting the return of any defective Product or Software pursuant to the terms set forth herein and refunding the purchase price paid by Customer, pro-rated over the lifetime of the Product or Software license term.

28.5.3 THE REMEDIES SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND PERKINELMER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 9.1 THROUGH 9.3.

28.6 Correction of Defects during Warranty Period.

28.6.1 PerkinElmer may attempt to diagnose and resolve defects over the telephone or electronically. Customer must follow the problem determination, resolution, and procedure that PerkinElmer specifies. If applicable, PerkinElmer may require the return of a specific part to its depot for service or to assist in problem determination. If PerkinElmer

determines on-site work is required, a service technician will be scheduled. If Customer requests on-site work when a defect could have been remedied remotely, or if PerkinElmer responds to Customer's notice of defect and no defect covered under the applicable warranty is found, PerkinElmer is entitled to compensation at its then standard rates for any work performed and costs it incurred due to Customer's request. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination, and resolution may result in increased response-time and additional costs to Customer.

28.6.2 If PerkinElmer determines that Products for which Customer requested warranty services are not covered by the applicable warranty and PerkinElmer provides repair services or replacement parts not covered by such warranty, Customer shall be responsible for payment of all costs for investigating and responding to such warranty service request at PerkinElmer's then prevailing time and materials rates.

28.7 Disclaimer. EXCEPT AS SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PERKINELMER EXPRESSLY DISCLAIMS AND MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO PRODUCTS AND SOFTWARE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY (A) OF MERCHANTABILITY; (B) OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FURTHER, PERKINELMER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

4. Page 18, Sec. 36. Indemnification

   PerkinElmer respectfully offers the following modifications to this provision:

   INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless theState and the Agency, their officers, and employees from and against~~: (1) A~~any third party 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 to the extent it has caused bodily injury, death or tangible property damage~~; (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~~.

5. Pg.19, Sec. 41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

   PerkinElmer respectfully submits that we are selling commercial off the shelf equipment along with consumables and not creating anything customized. We submit that <5% of the instrument by weight is steel and it is likely that none of this 5% is sourced within the USA. Additionally, it is not logistically viable for us to keep track of the source of steel that has been used in each equipment.

6. Pg.20, Sec. 42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL

   PerkinElmer respectfully submits that we are selling commercial off the shelf equipment along with consumables and not creating anything customized. Therefore, it is not logistically viable for us to keep track of the source of aluminum, glass and steel that has been used in each equipment.

7. PerkinElmer respectfully submits that the following provision be included in our bid response as well as any resulting contract:

   Limitation of Liability. IN NO EVENT SHALL PERKINELMER BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE} OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PERKINELMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PERKINELMER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE} OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PERKINELMER FOR THE PRODUCTS GIVING RISE TO SUCH CLAIM UPON WHICH LIABILITY IS

BASED.

SPECIFICATIONS

8. Pg.25, Sec. 6.4 Return of Unacceptable Items

PerkinElmer respectfully submits that we would like our standard warranty provision mentioned above in #2, along with our standard inspection and acceptance provisions be applicable in lieu of this provision:

6.1 Customer shall inspect Products immediately upon receipt and shall, within five (5) business days of receipt (the "Inspection Period"), give written notice to PerkinElmer of any claim that Products shipped constitute Nonconforming Products. "Nonconforming Products" means only the following: (i) Product shipped is different than specified on the Customer's purchase order; or (ii) Product is visibly damaged. Customer will be deemed to have accepted Products unless it notifies PerkinElmer as indicated herein and furnishes evidence as required by PerkinElmer. If Customer receives Products where defects or nonconformities are not apparent upon initial examination or are not discovered until after the Inspection Period has passed, such Products shall be subject to the warranty set forth in Section 9 below.
6.4.2 If Customer notifies PerkinElmer of any Nonconforming Products in writing within the Inspection Period, PerkinElmer shall, in its sole discretion, (i) replace such Nonconforming Products, or (ii) credit or refund the payments made for such Nonconforming Products. PerkinElmer will provide to Customer a return authorization number that must be included with the return packaging for a return to be accepted. Customer shall ship, at PerkinElmer's expense, Nonconforming Products to the facility designated by PerkinElmer. If PerkinElmer exercises its option to replace Nonconforming Products, PerkinElmer shall, after receiving Customer's shipment of Nonconforming Products, ship to Customer the replaced Products to the

Delivery Point. Customer acknowledges and agrees that the remedies set forth in this Section are Customer's exclusive remedies for the delivery of Nonconforming Products. Customer will be liable for restocking charges and shipping costs in the event Products are returned to PerkinElmer which are not Nonconforming Products.

6.4.3 Except as provided in this Agreement, Customer has no right to return Products to PerkinElmer.

Thank you for your time and consideration. Please review the requested change and reply at your convenience.

Sincerely,

Saubhagya Raj
Contract Administration Specialist
Saubhagya.Raj@PERKINELMER.COM

Quotation

PerkinElmer U.S. LLC.
710 Bridgeport Avenue
SHELTON, CT, 06484-4794

Phone:(855) 726-9377
Fax:(203) 266-1072

To: Company Joshua Arbaugh
REGULATORY AND ENV AFFAIRS DIV
313 GUS R DOUGLASS LN
CHARLESTON WV 25312

Quotation No.: 23950169
Quotation Valid To: 04/26/2026
Quotation Date: 02/25/2026
Payment Terms: Net 30 days
Freight Terms: DDP Destination
Ultimate Destination: UNITED STATES OF AMERICA

Telephone No.:
Fax No.:
Your Reference: Q-39245

Bid submitted in accordance with Clarification Letter attached.

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
1	N0810005	Avio 550 Max Cycl./Concentric System The PerkinElmer Avio 550 Max is designed for the analytical laboratory requiring high throughput with uncompromised performance. High-throughput is provided by PerkinElmer's dual view technology, fully simultaneous data acquisition for fast sample-to-sample time and low routine maintenance. The Avio 550 Max is capable of handling even the most difficult, high-matrix samples without dilution. The Avio 550 Max generates a robust matrix tolerant plasma with half the argon consumption of other systems using PerkinElmer's flat plate technology. The flat plate technology removes the need for cooling as needed in traditional helical coil. The vertical torch delivers unrivaled matrix flexibility and reduced maintenance for the most challenging samples. The full-wavelength-range CCD array detector measures the wavelength range around the emission line of interest simultaneously—for superior precision. For simplified routine maintenance the injector is independent of the torch to allow the user to clean the injector independently to prevent handling of the breakable torch. The Avio 550 Max Dual View technology allows for extended linear dynamic range by measuring the low and high concentrations in the same analysis, minimizing sample preparation and dilution. Syngistix™ ICP software provides an intuitive and smart environment with real-time instrument diagnostics and results viewing to easily track sample analysis, quality control, and internal standard performance to guarantee sample accuracy.	1	139,616.95	

SEND PURCHASE ORDERS TO:

PerkinElmer U.S. LLC.
710 Bridgeport Avenue
SHELTON, CT, 06484-4794
Phone:(855) 726-9377
Fax:(203) 266-1072
Email: usinstrumentorders.aes@perkinelmer.com

SALES REPRESENTATIVE: Maine
PREPARED BY:

Quotation

PerkinElmer U.S. LLC.
710 Bridgeport Avenue
SHELTON, CT, 06484-4794

Phone:(855) 726-9377
Fax:(203) 266-1072

Quotation No.: 23950169
Quotation Valid To: 04/26/2026
Quotation Date: 02/25/2026

To: Company Joshua Arbaugh
REGULATORY AND ENV AFFAIRS DIV

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		The Avio 550 Max is a compact, fully simultaneous ICP spectrometer offering: - High sample throughput - The lowest argon consumption of any ICP – ~50% less than other systems - High sensitivity and superior resolution - Accurate and precise measurements for the most challenging samples - Reduced sample-preparation time due to 100% matrix tolerance - A real-time PlasmaCam for continuous viewing of the plasma during analysis - Smart software for an enhanced user experience Power Requirements: One 200-230 VAC, 20A line, 2800 VA, single phase, 50/60 Hz, (+/-1%) Power Cords included: IEC60309 250 V 16/20 A 2 pole plus protective earth plug Dimensions: Width 76 cm, Depth 84 cm, Height 87 cm Product Weight: 163 kg Warranty: Includes PerkinElmer 1 Year Warranty Requires but not included: A fully configured Avio 550 Max System also requires a controller assembly (consisting of a suitably configured computer, printer and Syngistix for ICP software), a chiller and optionally, an autosampler.			
		Sales Discount:		-90,751.02	
				48,865.93	48,865.93
2	09406582	PC- DELL XE4 SSD USA WIN11 IOT LTSC	1	1,879.61	
		Sales Discount:		-1,127.77	
				751.84	751.84
3	REGDELICP	Shipping & Handling fee	1	871.30	871.30
4	09406426	24inch monitor - Dell (ADC)	1	518.00	
		LED-backlit LCD monitor. 16:9 Aspect Ratio. USB 3.0 Hub included.			
		Sales Discount:		-336.70	
				181.30	181.30
5	N0830015	S23 Three Rack Autosampler, Dual Rinse	1	13,198.68	
		Sales Discount:		-8,579.14	
				4,619.54	4,619.54

Quotation

PerkinElmer U.S. LLC.
710 Bridgeport Avenue
SHELTON, CT, 06484-4794

Phone:(855) 726-9377
Fax:(203) 266-1072

Quotation No.: 23950169
Quotation Valid To: 04/26/2026
Quotation Date: 02/25/2026

To: Company Joshua Arbaugh
REGULATORY AND ENV AFFAIRS DIV

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
6	N0830026	SAMPLE RACK 60 LOCATIONS 13-16MM TUBES	1	48.99	48.99
7	N0772051	Durachill CA10 Chiller 208-230V/60Hz	1	9,421.28	
		Sales Discount:		-6,123.83	
				3,297.45	3,297.45
8	N0776200	ICP-OES ChillerCoolantFive 1/2 Gal = 1CS	1	357.73	
		Sales Discount:		-35.77	
				321.96	321.96
9	N0770395	KIT-OPITMA 4000 SOLUTION	1	1,731.69	
		Sales Discount:		-1,731.69	
				0.00	0.00
10	N0681470	UV Wavecal Solution 250 mL	1	74.05	
		Sales Discount:		-74.05	
				0.00	0.00
11	N0780202	ICP Syngistix Software Assembly	1	5,143.93	
		Syngistix for ICP-OES Software Kit includes ICP Syngistix software, instruction manuals, and printer cables. The multitasking Syngistix for ICP software is designed to offer the maximum amount of flexibility combined with ease of setup and routine operation. This unique software design enables the advanced user to develop an optimum method, but still allows the new user or beginner to run routine methods. As part of a harmonized Syngistix for Atomic Spectroscopy Software platform, it shares a common user interface with AA and ICP-MS for easy learning and adoption.			
		Features and Benefits			
		Some of the features of the Syngistix for ICP software are:			
		• Easy-to-use Microsoft Windows®-based interface with a new Tabbed Ribbon Style Toolbar Status Panel showing System Status, Diagnostic Status, Analysis Progress Bar, and more Data Viewer which displays real-time or reprocessed data in a cross-tab, elements across format; this tabular data can be easily exported directly to Excel.			
		• Combined Automated and Manual Analysis Window			
		• Extensive, context-sensitive on-line Help			
		• The ability to display, store and recall spectra for every sample analyzed			
		• Data display and reprocessing, without the need to rerun samples (original data are unchanged)			

Quotation

PerkinElmer U.S. LLC.
710 Bridgeport Avenue
SHELTON, CT, 06484-4794

Phone:(855) 726-9377
Fax:(203) 266-1072

Quotation No.: 23950169
Quotation Valid To: 04/26/2026
Quotation Date: 02/25/2026

To: Company Joshua Arbaugh
REGULATORY AND ENV AFFAIRS DIV

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		• Comprehensive data storage using an industry- standard database • High resolution graphics • On-line library for wavelength selection and identification • Scheduler for automated plasma shutdown and warmup • The use of multiple internal standards • The ability to use stored calibration curves to permit semi-quantitative analysis with qualitative speed • Auto integration feature, which selects the optimum integration time for each line for each sample, depending on the analyte concentration • The ability to mathematically compensate for spectral interferences using Multicomponent Spectral Fitting (MSF) • Interfering Element Corrections (IECs) • Assign specific reagent blanks to specific samples instead of averaging all reagent blanks • Edit Calibration Window allows analysts to easily remove outlying calibration points and schedule reanalysis • Integrated support of the prepFAST dilution support			
		Sales Discount:		-5,143.93	
				0.00	0.00

Total Net Price in USD: 58,958.31

Did you know that you can order selected products online at www.perkinelmer.com/shop?

Maine

BY ISSUING A PURCHASE ORDER FOR ANY PRODUCTS AND/OR SERVICES RELATED TO THIS QUOTATION, CUSTOMER AGREES TO THE APPLICABLE TERMS AND CONDITIONS LOCATED AT http://www.perkinelmer.com/corporate/policies/, WHICH ARE HEREBY INCORPORATED HEREIN AND APPLICABLE HERETO. PERKINELMER RESERVES THE RIGHT TO UPDATE ITS TERMS AND CONDITIONS AT ANY TIME; HOWEVER, THE TERMS AND CONDITIONS IN EFFECT AS OF THE DATE OF THE PURCHASE ORDER RELATED TO THIS QUOTATION SHALL APPLY TO SUCH PURCHASE. TERMS SUBJECT TO CREDIT APPROVAL.

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			**Reason for Modification:**
Doc Description: Inductively Coupled Plasma-Optical Emission Spectrometer			Addendum No. 01
Proc Type: Central Purchase Order			
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2026-03-02	2026-03-10 13:30	CRFQ 1400 AGR2600000032	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

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

*Bid submitted in accordance with Clarification Letter attached.

Vendor Signature X Julia Hamilton Digitally signed by Julia Hamilton DN: cn=Julia Hamilton, c=US, email=Julia.Hamilton@perkinelmer.com Date: 2026.03.10 12:26:15 -04'00' **FEIN#** 88-4129178 **DATE** March 10, 2026

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

ADDITIONAL INFORMATION

Addendum No. 01
To attach answers to vendor questions.

Bid opening date and time still remains 03/10/2026 at 1:30PM EST/EDT.

No other changes

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		

Comm Code	Manufacturer	Specification	Model #
41115411			

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

SCHEDULE OF EVENTS

Line	Event	Event Date

SOLICITATION NUMBER: CRFQ AGR26*32
Addendum Number: 01

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

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[X] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

To attach answers to vendor questions.

Bid opening date and time still remains 03/10/2026 at 1:30PM EST/EDT.

No other changes

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Questions and Answers:
CRFQ AGR26*32 - Inductively Coupled Plasma – Optical Emission Spectrometer

Q1: What address should be included on the quote?

A1: West Virginia Department of Agriculture
60B Moorefield Industrial Park Road
Moorefield, WV 26836

Q2: Is the state exempt from shipping/delivery charges, or should this cost be included in the quote?

A2: Shipping and delivery charges must be included in the unit price.

Q3: Does a Certificate of Insurance need to be included in the response?

A3: The successful bidder will be required to provide Certificate of Insurance (COI). The vendor's COI should be included with bid response but must provide upon request.

Q4: Can you share the compounds of interest that The West Virginia Department of Agriculture intend to analyze?

A4: Elements of interest: Cooper, Calcium, Potassium, Phosphorus, Iron

Q5: Does LabWorks LIMS allow for transfer of date using csv files?

A5: LabWorks LIMS does use .cvs files

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGR26*32

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

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

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

[X]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	Addendum No. 10

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

PerkinElmer U.S. LLC
Company

*Bid submitted in accordance with Clarification Letter attached.

Julia Hamilton
Digitally signed by Julia Hamilton
DN: cn=Julia Hamilton, c=US, email=Julia.Hamilton@perkinelmer.com
Date: 2026.03.10 12:26:30 -04'00'
Authorized Signature

March 10, 2026
Date

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

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		**Reason for Modification:**
Doc Description: Inductively Coupled Plasma-Optical Emission Spectrometer		
Proc Type: Central Purchase Order		

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:

Vendor Name : PerkinElmer U.S. LLC

Address : 710 Bridgeport Avenue

Street :

City : Shelton

State : CT **Country :** USA **Zip :** 06484-4794

Principal Contact : Jerry Maine

Vendor Contact Phone: 855-726-9377 **Extension:**

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

*Bid submitted in accordance with Clarification Letter attached.

Vendor Signature X * Julia Hamilton Digitally signed by Julia Hamilton DN: cn=Julia Hamilton, c=US, email=Julia.Hamilton@perkinelmer.com Date: 2026.03.10 12:22:21 -04'00' **FEIN#** 88-4129178 **DATE** March 10, 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	58,087.01	58,958.31

Comm Code	Manufacturer	Specification	Model #
41115411	PerkinElmer U.S. LLC		Avio 550 Max Cycl./Concentric System

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

SCHEDULE OF EVENTS

Line	Event	Event Date

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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			**Reason for Modification:**
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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:

Vendor Name : PerkinElmer U.S. LLC

Address : 710 Bridgeport Avenue

Street :

City : Shelton

State : CT **Country :** USA **Zip :** 06484-4794

Principal Contact : Jerry Maine

Vendor Contact Phone: 855-726-9377 **Extension:**

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

*Bid submitted in accordance with Clarification Letter attached.

Vendor Signature X Julia Hamilton Digitally signed by Julia Hamilton DN: cn=Julia Hamilton, c=US, email=Julia.Hamilton@perkinelmer.com Date: 2026.03.10 12:22:58 -04'00' **FEIN#** 88-4129178 **DATE** March 10, 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	58,087.01	58,958.31

Comm Code	Manufacturer	Specification	Model #
41115411	PerkinElmer U.S. LLC		Avio 550 Max Cycl./Concentric System

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: PerkinElmer U.S. LLC
BUYER: Jerry Maine
SOLICITATION NO.: CRFQ 1400 AGR2600000032
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) Julia Hamilton Assistance Secretary

(Address) 710 Bridgeport Avenue Shelton, CT 06484-4794

(Phone Number) / (Fax Number) (855) 726-9377 (203) 266-1072

(email address) Contractsshelton.AES@perkinelmer.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.

PerkinElmer U.S. LLC
(Company)

(Signature of Authorized Representative)

Julia Hamilton Assistance Secretary
(Printed Name and Title of Authorized Representative) (Date)

(855) 726-9377 (203) 266-1072
(Phone Number) (Fax Number)

Contractsshelton.AES@perkinelmer.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.