

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Preiser Scientific, Inc.

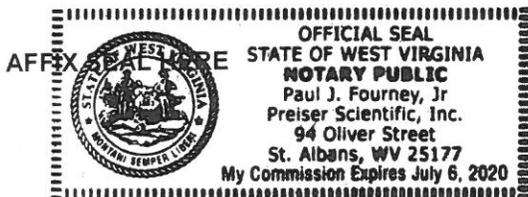
Authorized Signature: [Signature] Date: Aug 2, 2018

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of August, 2018.

My Commission expires _____, 20____.



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)



**State of West Virginia
Request For Quotation**

Procurement Folder : 474202

Document Description : 7718009 TEMPERATURE CONTROL WATER BATH

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-07-20	2018-08-06 11:00:00	ARFQ 0803 DOT1900000004	1	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	Vendor Name, Address and Telephone PREISER SCIENTIFIC INC. 94 OLIVER STREET ST. ALBANS, WV 25177

FOR INFORMATION CONTACT THE

Dusty J Smith
 (304) 558-9398
 dusty.j.smith@wv.gov

Signature X 

FEIN # 55-0257730

DATE 8-3-18

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

ADDITIONAL INFORMATION:

****NOTICE*****

MAKE SURE YOU DOWNLOAD ALL INFORMATION
 TERMS AND CONDITIONS-SPECIFICATIONS-PAFFIDAVIT
 -ETHICS
 PRICING PAGES
 VENDOR PERFORMANCE

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS MATERIALS, CONTROL, SOILS, & TESTING 190 DRY BRANCH DR CHARLESTON WV25306 US	DIVISION OF HIGHWAYS MATERIALS, CONTROL, SOILS, & TESTING 190 DRY BRANCH DR CHARLESTON WV 25306 US

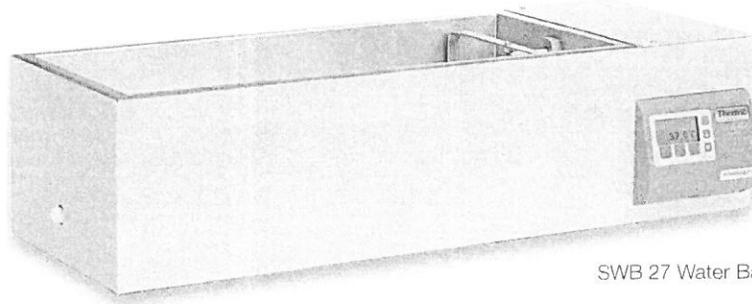
Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	TEMPERATURE CONTROL WATER BATH	2.00000	EA	3,100.00	6,200.00

Commodity Code	Manufacturer	Model #	Specification
41103702	THERMO FISHER	TSCir89	SAME AS REQUEST/SEE ATTACHED

Extended Description
 TEMPERATURE CONTROL WATER BATH

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question due by 10am	2018-07-30



SWB 27 Water Bath

Thermo Scientific Precision Shaking Water Baths

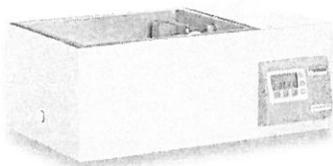
Precision shaking water baths support a range of sensitive life science and QA/QC applications, from warming fragile reagents to tissue culturing and genetics sequencing. Easily clean and maintain your bath with new coil-free interior. Precision shaking water baths are available in 15 L and 27 L capacities.

The Precision shallow form shaking bath has a capacity of 15 L with a removable tray that provides a depth of 3.5 in (8.9 cm) for use with smaller sample containers.

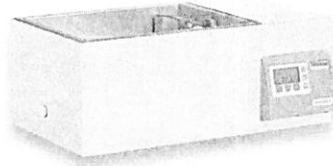
Precision Dubnoff shaking water baths are designed specifically for applications that require your samples to be incubated in a controlled atmosphere. This bath has 15 L capacity and a depth of 3.5 in (8.9 cm). One large and two small gassing hoods are included with each bath along with the gable cover.

Additional features:

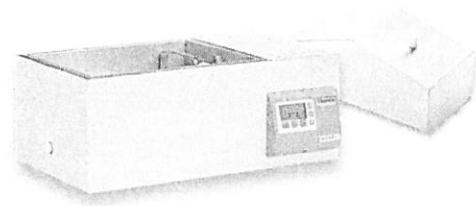
- Easily clean and maintain bath with the new coil-free design
- Optimize scheduling with auto-on and auto-off timers
- Help prevent bath overheating and damage with low-fluid protection
- Conveniently save commonly used settings with four temperature and shaking speed presets
- Help protect your work with audible alarms
- Easily operate and monitor with icon-based graphical display
- Accommodate taller labware with new hinged lid and extended height
- Features next-generation shaker motor
- Baths come with stainless steel gable cover, shaking tray, and rubber duck
- Adjustable shaking speed from 30 to 200 oscillations per minute
- UL Listed and CE Marked; US FDA Class I Medical Device



SWB 15S Water Bath



SWB 15 Water Bath



DUB 15 Water Bath

Precision Shaking Water Bath Specifications

Model	Cat. No.	Chamber Capacity	Temperature Range	Temperature Stability / Uniformity @ 37°C*	Work Area (Removable Tray) (L x W x H)*	Overall Dimensions Without Cover (L x W x H)	Global Voltage**	Heater Output†
SWB 15	TSSWB15	15 Liter	Amb. + 5°C to 100°C	±0.1°C / ±0.05°C	11.5 x 12 x 6.5 in. (292 x 305 x 165 mm)	15.5 x 24.9 x 9.8 in. (394 x 632 x 249 mm)	100-115V/200-230V, 50/60Hz	1200W
SWB 27	TSSWB27	27 Liter	Amb. + 5°C to 100°C	±0.1°C / ±0.05°C	11.5 x 24 x 6.5 in. (292 x 610 x 165 mm)	15.5 x 36.9 x 9.8 in. (394 x 938 x 249 mm)	100-115V/200-230V, 50/60Hz	1500W
SWB 15S	TSSWB15S	15 Liter (Shallow)	Amb. + 5°C to 100°C	±0.1°C / ±0.05°C	11.5 x 12 x 3.5 in. (292 x 305 x 89 mm)	15.5 x 24.9 x 9.8 in. (394 x 632 x 249 mm)	100-115V/200-230V, 50/60Hz	1200W
DUB 15	TSDUB15	15 Liter (Dubnoff)	Amb. + 5°C to 100°C	±0.1°C / ±0.05°C	11.5 x 12 x 3.5 in. (292 x 305 x 89 mm)	15.5 x 24.9 x 9.8 in. (394 x 632 x 249 mm)	100-115V/200-230V, 50/60Hz	1200W

* Uniformity and stability tests were performed with cover installed and ambient controlled to ±1°C. Fits in bath opening (L x W x H) on 15 L shaking baths 12 x 15.3 x 7.6 in. (305 x 387 x 193 mm) and on 27 L shaking baths 12 x 27.3 x 7.6 in. (305 x 692 x 193 mm).

** GP models come with N5-15 Plug.

† Heater output at 120V and 240V.

DOT1900000004	Document Phase Final	Document Description 7718009 TEMPERATURE CONTROL WATER BATH	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

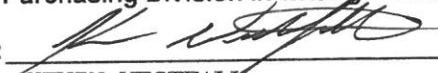
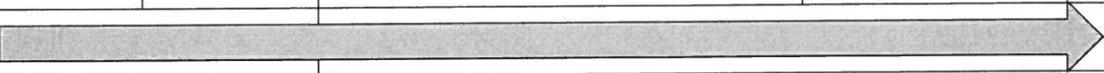
Bidder: PREISER SCIENTIFIC, INC. Signed: 
Date: 8-3-18 Title: KEVIN WESTFALL
VICE PRESIDENT

EXHIBIT A
Pricing Page

Item Number	Quantity	Unit of Measure	Description	Unit Price	Extended Amount
1	2	EA	Temperature Control Water Bath	3,100.00	6,200.00 \$0.00
2					
Grand Total					6,200.00 \$0.00

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.

 V.P.

(Name, Title)
KEVIN WESTFALL VICE PRESIDENT

(Printed Name and Title)
94 OLIVER STREET ST. ALBANS, WV 25177

(Address)
304-727-2902 304-727-2932

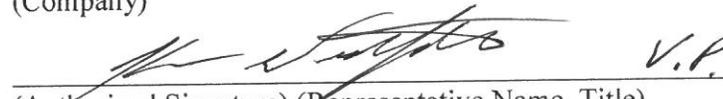
(Phone Number) / (Fax Number)
PREISER@PREISER.COM

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

PREISER SCIENTIFIC, INC.

(Company)

 V.P.

(Authorized Signature) (Representative Name, Title)

KEVIN WESTFALL VICE PRESIDENT

(Printed Name and Title of Authorized Representative)

8-3-18

(Date)

304-727-2902 304-727-2932

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

PREISER SCIENTIFIC, INC.
Company


Authorized Signature KEVIN WESTFALL-VICE PRESIDENT

8-3-18
Date

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

REQUEST FOR QUOTATION
TEMPERATURE CONTROL WATER BATH

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: KEVIN WESTFALL-VICE PRESIDENT
Telephone Number: 304-727-2902
Fax Number: 304-727-2932
Email Address: PREISER@PREISER.COM

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: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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.

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 and Agency.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached.

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

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

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

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

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

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

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Agency prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Agency prior to Contract award.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____

Cyber Liability Insurance in an amount of: _____

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

Preiser Scientific, Inc.
94 Oliver Street
P.O. Box 1330
St. Albans, WV 25177
An ISO 9001 Certified Company



RECEIVED
AUG 3 2018
FINANCE DIVISION
DOT
10:50 am

<p>PREISER SCIENTIFIC INC. 94 OLIVER STREET SAINT ALBANS, WV 25177 (304) 727-2902</p>	<p>TO Finance & Administration Division of Highways Building 5, RM A-220 1900 Kanawha Blvd E Charleston, WV 25302 ARRQ 0803 DOT 1900000004</p>
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