



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

Header 2

[List View](#)**General Information** | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 972446

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 1400

Vendor ID: 000000226955 

SO Doc ID: AGR2200000015

Legal Name: AGILENT TECHNOLOGIES INC

Published Date: 11/30/21

Alias/DBA:

Close Date: 1/6/22

Total Bid: \$38,628.80

Close Time: 13:30

Response Date: 01/04/2022 

Status: Closed

Response Time: 15:11

Solicitation Description: REAL-TIME PCR SYSTEM

Responded By User ID: AGILENT 

Total of Header Attachments: 2

First Name: Georgeann

Total of All Attachments: 2

Last Name: Foster

Email: iscabids@agilent.com

Phone: 800-227-9770



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: 972446
Solicitation Description: REAL-TIME PCR SYSTEM
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-01-06 13:30	SR 1400 ESR01042200000003987	1

VENDOR
 000000226955
 AGILENT TECHNOLOGIES INC

Solicitation Number: CRFQ 1400 AGR2200000015
Total Bid: 38628.80000000000291038304567 **Response Date:** 2022-01-04 **Response Time:** 15:11:41
Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@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	Real-Time PCR System with Notebook Computer including	2.00000	EA	18793.600000	37587.20

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Please refer to Agilent Quotation 3767625 for further details about our offer.

Extended Description:

Real-Time PCR System

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Fast 96 Well Rnase P Verification Plate	2.00000	EA	180.800000	361.60

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Please refer to Agilent Quotation 3767625 for further details about our offer.

Extended Description:

Fast 96 Well Rnase P Verification Plate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Optical Adhesive Covers	2.00000	EA	159.200000	318.40

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Please refer to Agilent Quotation 3767625 for further details about our offer.

Extended Description:

Optical Adhesive Covers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	FAST 96 WELL Hardshell Plate	2.00000	EA	180.800000	361.60

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Please refer to Agilent Quotation 3767625 for further details about our offer.

Extended Description:

FAST 96 WELL Hardshell Plate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Shipping & Handling	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments: Please refer to Agilent Quotation 3767625 for further details about our offer.

Extended Description:

Shipping & Handling



Agilent Technologies

Date Dec XX, 2021

Attention: State of West Virginia
Dept of Agriculture
1900 Kanawha Blvd E
CHARLESTON WV 25305-0170
Attn: Crystal Husted

Reference: **CRFQ AGR2200000015**

Agilent Technologies, Inc. (Agilent) is pleased to respond to the above referenced solicitation. Agilent was incorporated in the State of Delaware in 1999 after branching off from Hewlett Packard as the Life Science and Chemical Analysis Company that we are today. Throughout our history we have expanded our product line extensively in the field of scientific and analytical instrumentation. We are the original designer, manufacturer, and maintenance provider for all our instruments ensuring the highest level of quality possible for our customers.

Agilent's response in accordance with Agilent quotation **3767625**, which is hereby incorporated by reference. Please refer to the quotation and attached literature for details of this. Please reference the Agilent Quotation Number on any resultant award.

-Cage Code: OYSC6
-DUNS#: 19-582-3570
-Tax ID #: 77-0518772
-Terms: Net 30Days from Date of Invoice.
-FOB: Destination
-Web pages: www.agilent.com

-Remit to address: Agilent Technologies 4187
Collections
Center Drive Chicago, IL 60693
-Agilent is a large Company.
-Agilent is registered in SAM.

Agilent is proud to present our AriaMX Real-Time PCR System and branded consumables in accordance with the RFQ document requirements. The AriaMx is a modular qPCR instrument. The AriaMX's modular design allows the instrument to be easily custom configured to suit your needs. The AriaMX can be configured with the following optical channels on it: SYBR/FAM, ROX, HEX, CY3, CY5 and ATTO425. Agilent Quotation **3767625** contains the AriaMX Real-Time PCR System with the SYBR/FAM optical cartridge already installed. Please contact our Genomics Account Manager (listed below) if you want a different configuration of channels included on the quote. The quote also includes a Laptop, SYBR Qualification Plate Kit, AriaMX Adhesive Seals, and AriaMX 96 Well plates. In terms of compatibility with existing instruments and consumables, and with a strong focus on our customers, please note that the AriaMX will run Agilent branded and non-Agilent branded reagents as well.

The AriaMx Real-Time PCR system is a fully integrated qPCR solution for amplification, detection, and data analysis, combining a novel thermal cycler, an advanced optical system with LED excitation source, and comprehensive data analysis software. The instrument can multiplex 2-5 channels and is able to perform microbial, pathogen, viral and genotyping analysis. It is also capable of running fast and normal cycling protocols without sacrificing sensitivity. The AriaMx reagents have been validated for a variety of applications



and are available in multiple formats. The qPCR system can be combined with our Bravo Automated Liquid Handler to purify DNA with minimal hands-on time and automate the qPCR set-up analysis.

AriaMx has a closed-tube PCR detection format and can be used with many fluorescence detection chemistries, including SYBR Green and EvaGreen dyes, and fluorogenic probe systems such as TaqMan. Functional reporting, more than 120 attributes, and built-in diagnostics assist in troubleshooting. A modular and flexible design with intuitive touch-screen interface improves productivity.

Some highlighted features follow:

- Usable with many fluorescence detection chemistries, including SYBR Green and EvaGreen dyes, and fluorogenic probe systems such as TaqMan
- Combines a novel thermal cycler, an advanced optical system with LED excitation source, and comprehensive data analysis software
- Ultrafast chemistry helps you to complete your study in a timely fashion
- Proprietary rapid hot-start enzymes and fastest industry high-resolution melt reagents
- Intuitive operation with a touch screen interface
- Modular optics and open reagent platform for increased agility
- Multiplex capability with six filters for five plexing and two to five channels
- Validated for most applications and chemistries
- Intuitive open-source software and robust data analysis with proprietary algorithms
- Instrument validated on 100,000+ samples across 14 different assays

Agilent Technologies is very well respected in the analytical space and is quickly gaining the same level of respectability in Genomics. Our instruments can compete against any other in the industry. For the AriaMx, the ease-of use and modular filter system allow for the instrument to scale with your lab at a minimal upfront investment. The accuracy of the optical configuration design does not require normalization dyes. The networkable and free software truly sets it in a class above the rest. Our BioReagent specialists are ready and willing to do a WebEx with you to familiarize yourself with our product and answer any of your questions and concerns. Furthermore, our Tech Support will work with you to troubleshoot any issues that arise while working with the AriaMX to minimize downtime, if any, regardless of whether you are using Agilent or Non-Agilent branded products.

Please see the included product information for highlights of the AriaMX system, including an open reagent platform that allows you to utilize your assays and reagents from Agilent and all major manufacturers.

With regards to the Specifications as listed in the RFQ documentation:

- 3.1.1.1 Real-Time PCR System must be capable of analyzing 96 samples simultaneously in a 96-well format, must perform quantitative realtime PCR and qualitative post-PCR (end-point) analysis, capable for multiple dye calibration including FAM™/SYBR®Green I, VIC®/JOE™, NED™/TAMRA™/Cy3®, ROX™/TEXAS RED, and Cy5®. **Yes, the Agilent AriaMX meets this spec!**



- 3.1.1.2 Must have specialized application specific software that collects and analyzes fluorescent data for the applications of Absolute Quantitation, Relative Quantitation (gene expression), and Relative Standard Curve. **Yes, the Agilent AriaMX meets this spec!**
- 3.1.1.3 Real-Time PCR System Software must be compatible with Window 7 or above. **Yes, the Agilent AriaMX meets this spec!**
- 3.1.1.4 Real-Time PCR System must be validated by USDA to perform the Real-Time RT PCR for the detection of Avian Influenza ,Avian Paramyxovirus-1, African Swine Fever, Classical Swine Fever, and Foot and Mouth Disease. **Agilent is not listed in 3.1.1.9 as an Instrument validated by the USDA but this does not preclude the USDA from validating the AriaMX in-house.**
- 3.1.1.5 Must provide One year warranty for parts, labor, and service travel. **Yes, the Agilent AriaMX meets this spec!**
- 3.1.1.6 Must provide Notebook Computer or equal. **Yes, the Agilent AriaMX meets this spec!**
- 3.1.1. 7 Must provide one-day onsite Real-Time PCR training. **Yes, the Agilent AriaMX meets this spec!**
- 3.1.1.8 Must provide an optional one-year preventative maintenance assurance plan. **Yes, the Agilent AriaMX meets this spec!**
- 3.1.1.9 Instruments validated by USDA to perform the Real-Time RT PCR for the required testing include Applied Biosystems (Life Technologies) 7500 Real-Time Instrumentation; Applied Biosystems (Life Technologies) 7500FAST Real-Time Instrumentation; and QuantStudio 5 Real-Time Instrumentation. **Agilent is not listed above as an Instrument validated by the USDA but this does not preclude the USDA from validating the AriaMX in-house.**

For additional specifications of the AriaMX, please see the following table:



SPECIFICATIONS

Feature	Description
Excitation Source	8 dye specific LEDs per optical module
Detection Sources	8 photodiodes
Optical Cartridges	SYBR/FAM HEX ROX CY3 CY5 ATTO425 6 slots, swappable optical modules
Dye Selection	Excitation and Emission
Reaction Volume	10µL to 30µL
Chemistries Supported	SYBR, Probe, HRM
Thermal System	Six Peltiers made from two ceramic plates with semi-conductor elements, 96-well
Thermal System Temperature Range	25.0 – 99.9°C Heating: 6.0°C/sec Cooling: 3.0°C/sec (Median), 2.5°C/sec (Average) Accuracy: ± 0.2°C or better at typical annealing, amplification, and denaturation temperatures
Dynamic Range	9
Experiment Types	Quantitative PCR with dye, Quantitative PCR with probe, Allele Discrimination with HRM, Allele Discrimination with probe, Comparative Quantitation, User Defined
Uniformity	± 0.4°C
Data Acquisition Time	<3 seconds for all
Cq Uniformity	Cq St Dev <0.20 at fast cycling (5s 95°C/10s 60°C)
Electrical Power (input)	100 – 240VAC, 50/60Hz, 1100VA
Operating Environment	20 – 30°C, 20 – 80% non-condensing humidity, 7500 feet, max altitude
Weight	50 lbs. (23 kg)
Dimensions	19.7" W x 18.1" D x 16.5" H (50cm x 46cm x 42cm)
Sample Containers	96-well plates, strip tubes, 0.2ml tubes
Warranty	<ul style="list-style-type: none"> • 1-year warranty is standard with the instrument • 5-year warranty and service packages available
Onboard Analytics	<ul style="list-style-type: none"> • Thermal, physical, interactive (sensors) tests • Extended: 125 performance points tested in 30 minutes • Start-up: 59 performance points tested in ~1 minute • Optional bypass of both features
Services (upon request)	<ul style="list-style-type: none"> • Installation and familiarization • Standard and Enhanced Preventative Maintenance • Additional year warranty (+1 increments, up to 5 years coverage) • Return-to-Agilent Instrument Exchange Program • Thermal block verification
Operating System	• Windows 7 and 10
MS Office Compatibility	• Microsoft 2010 and 2013 compatible
Run Modes	<ul style="list-style-type: none"> • Stand alone • PC connected • LAN connected to PC (more than 20 instruments can be connected and monitored remotely) • USB connected, external devices
Software	Free software including LIMS connectivity
Optical Module Calibration and Cleaning	<ul style="list-style-type: none"> • All channels can be tested and calibrated • All attributes of optical channels are calibrated at the factory – LED light output, light path, mirror, and photodiode • Optical modules can be cleaned in lab without Agilent technician or sending back to factory
Selected Applications	<ul style="list-style-type: none"> • Quantitative and qualitative gene expression analysis • miRNA analysis • Genetic mapping • Genetic fingerprinting • NGS library quantification • 2-6 channel multiplex ability • HRM analysis (including genotyping, mutational analysis, and class IV SNP detection) • Pathogen quantification



Agilent Technologies

Agilent Technologies, Inc.
2850 Centerville Rd
Wilmington, DE 19808

1-800-227-9770 telephone
www.agilent.com
www.chem.agilent.com

Agilent takes exception to Section 28 - Warranty and requests to replace it with the following:

3. WARRANTY

a. Product warranty terms are provided with the Product, on quotations, upon request or at https://www.agilent.com/info/warranty_terms. Each Product receives a global warranty which includes the standard warranty for the country of purchase. All consumables Products are warranted for ninety (90) days from the date of acceptance. Customer may receive a different warranty when the Product is purchased as a part of a system.

b. Agilent warrants the Agilent hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. Agilent warrants that Agilent owned standard Software substantially conforms to Specifications.

c. If Agilent receives notice of a defect or non-conformance during the warranty period, Agilent will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of the repaired or replacement Product.

d. THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

With regards to Section 40 – Background Check, Agilent does have a process established where we can order a background check for our Agilent employees. This check would be performed by an Agilent vendor. We would not agree to have the customer conduct checks on our employees.

If you have further questions regarding Agilent's products mentioned above, please contact our DGG Account Manager Caitlin Brown at (410) 668-8134 or Caitlin.Brown@Agilent.com. Please direct other questions to LSCABIDS@agilent.com.

Sincerely yours,

AGILENT TECHNOLOGIES, INC.

Adam J. Newirth
Genomics Bids Response Specialist



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
 Info Technology

Proc Folder: 972446			Reason for Modification:
Doc Description: REAL-TIME PCR SYSTEM			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-30	2022-01-06 13:30	CRFQ 1400 AGR2200000015	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 : Agilent Technologies, Inc.

Address :

Street : 2850 Centerville Road

City : Wilmington

State : DE **Country :** USA **Zip :** 19808

Principal Contact : Adam J. Newirth

Vendor Contact Phone: 800-227-9770/ (302)636-1608 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X 

FEIN# 77-0518772 **DATE** 12/31/21

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF AGRICULTURE, ANIMAL HEALTH DIVISION, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF A REAL-TIME PCR SYSTEM PER THE ATTACHED DOCUMENTS.

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

INVOICE TO**SHIP TO**

AGRICULTURE
DEPARTMENT OF
ADMINISTRATIVE SERVICES
1900 KANAWHA BLVD E
CHARLESTON WV
US

AGRICULTURE
DEPARTMENT OF
MOOREFIELD FIELD OFFICE
60B INDUSTRIAL PARK RD
MOOREFIELD WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Real-Time PCR System with Notebook Computer including	2.00000	EA	\$23,492.00	\$37,587.20

Comm Code	Manufacturer	Specification	Model #
41000000	Agilent Technologies, Inc.	AriaMX Real-Time PCR Instrument	G8830A

Extended Description:
Real-Time PCR System

INVOICE TO**SHIP TO**

AGRICULTURE
DEPARTMENT OF
ADMINISTRATIVE SERVICES
1900 KANAWHA BLVD E
CHARLESTON WV
US

AGRICULTURE
DEPARTMENT OF
MOOREFIELD FIELD OFFICE
60B INDUSTRIAL PARK RD
MOOREFIELD WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Fast 96 Well Rnase P Verification Plate SYBR Quantification Plate Kit	2.00000	EA	\$226.00	\$361.60

Comm Code	Manufacturer	Specification	Model #
41000000	Agilent Technologies, Inc.	SYBR Quantification Plate Kit	5190-7708

Extended Description:
Fast 96 Well Rnase P Verification Plate

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Optical Adhesive Covers	2.00000	EA	\$199.00	\$318.40

Comm Code	Manufacturer	Specification	Model #
41000000	Agilent Technologies, Inc.	AriaMX Adhesive Seals	401492

Extended Description:
Optical Adhesive Covers

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	FAST 96 WELL Hardshell Plate	2.00000	EA	\$226.00	\$361.60

Comm Code	Manufacturer	Specification	Model #
41000000	Agilent Technologies, Inc.	AriaMX 96 Well Plates	401490

Extended Description:
FAST 96 WELL Hardshell Plate

INVOICE TO	SHIP TO
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AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US	AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Shipping & Handling	1.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
78121603	N/A	N/A	N/A

Extended Description:
 Shipping & Handling

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2021-12-10

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 07/01/2021

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

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

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

Question Submission Deadline: December 10, 2021 at 10:00 AM ET

Submit Questions to: Crystal Husted
2019 Washington Street, East
Charleston, WV 25305
Email: Crystal.G.Husted@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Husted
SOLICITATION NO.: CRFQ AGR2200000015
BID OPENING DATE: January 6, 2022
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

Revised 07/01/2021

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

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

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

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

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

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

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

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

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 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 _____
Revised 07/01/2021

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$100,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
- ***STATE OF WEST VIRGINIA MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**
- ***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WV DEPT OF AGRICULTURE
1900 KANAWHA BLVD E, CHARLESTON, WV 25305
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

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

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

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

Adam J. Newirth - Genomics Bids Response Specialist

(Name, Title)

Adam J. Newirth - Genomics Bids Response Specialist

(Printed Name and Title)

2850 Centerville Road, Wilmington DE 19808

(Address)

(302) 636-1608 / (302) 993-5941

(Phone Number) / (Fax Number)

LSCABIDS@AGILENT.COM / ADAM.NEWIRTH@AGILENT.COM

(email address)

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

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

Agilent Technologies, Inc.

(Company)



Genomics Bids Response Specialist

(Authorized Signature) (Representative Name, Title)

Adam J. Newirth - Genomics Bids Response Specialist

(Printed Name and Title of Authorized Representative)

12/31/21

(Date)

(302) 636-1608 / (302) 993-5941

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGR2200000015

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.

Agilent Technologies, Inc. _____
Company

 _____
Authorized Signature

12/31/21 _____
Date

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

**REQUEST FOR QUOTATION
CRFQ AGR2200000015
Real-Time PCR System**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture, Animal Health Division, to establish a contract for the one time purchase of two Real-Time PCR Systems.

- 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 Real-Time PCR System 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 “PCR”** means Polymerase Chain Reaction

- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Real-Time PCR System**
 - 3.1.1.1** Real-Time PCR System must be capable of analyzing 96 samples simultaneously in a 96-well format, must perform quantitative real-time PCR and qualitative post-PCR (end-point)analysis, capable for multiple dye calibration including FAM™/SYBR®Green I, VIC®/JOE™, NED™/TAMRA™/Cy3®, ROX™/TEXAS RED, and Cy5®.

 - 3.1.1.2** Must have specialized application specific software that collects and analyzes fluorescent data for the applications of Absolute

REQUEST FOR QUOTATION
CRFQ AGR2200000015
Real-Time PCR System

Quantitation, Relative Quantitation (gene expression), and Relative Standard Curve.

3.1.1.3 Real-Time PCR System Software must be compatible with Window 7 or above.

3.1.1.4 Real-Time PCR System must be validated by USDA to perform the Real-Time RT PCR for the detection of Avian Influenza ,Avian Paramyxovirus-1, African Swine Fever, Classical Swine Fever, and Foot and Mouth Disease.

3.1.1.5 Must provide One year warranty for parts, labor, and service travel.

3.1.1.6 Must provide Notebook Computer or equal.

3.1.1.7 Must provide one-day onsite Real-Time PCR training.

3.1.1.8 Must provide an optional one-year preventative maintenance assurance plan.

3.1.1.9 Instruments validated by USDA to perform the Real-Time RT PCR for the required testing include Applied Biosystems (Life Technologies) 7500 Real-Time Instrumentation; Applied Biosystems (Life Technologies) 7500FAST Real-Time Instrumentation; and QuantStudio 5 Real-Time Instrumentation.

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 by indicating the Model Number/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.

REQUEST FOR QUOTATION
CRFQ AGR220000015
Real-Time PCR System

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 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at West Virginia Department of Agriculture-Moorefield Field Office, Animal Health Division, 60B Industrial Park Road, 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 item 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.

**REQUEST FOR QUOTATION
CRFQ AGR220000015
Real-Time PCR System**

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.

Pricing Page

CRFQ AGR220000015

Item No.	Description	Model #/Brand Name	Quantity	Unit Price	Extended Amount
1	Real-Time PCR System w/ Notebook Computer including Software	G8830A Agilent AriaMX Real-Time PCR Instrument	2	\$23,492.00	\$37,587.20
2	FAST 96 Well RNASE P Verification Plate	5190-7708 SYBR Quant Plate Kit	2	\$226.00	\$361.60
3	Optical Adhesive Covers	401492 AriaMX Adhesive seals	2	\$199.00	\$318.40
4	FAST 96 WELL Hardshell Plate	401490 AriaMX 96 Well Plates	2	\$266.00	\$361.60
5	Shipping and Handling	Included	1	N/A	N/A
Failure to use this form may result in disqualification				GRAND TOTAL	\$38,628.80

Bidder / Vendor Information

Name:	Agilent Technologies, Inc.	
Address:	2850 Centerville Road, Wilmington, DE 19808	
Phone:	1-800-227-9770	
Email Address:	LSCABIDS@AGILENT.COM	
Authorized Signature:		

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts
(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Agilent Technologies, Inc. **Address:** 2850 Centerville Road
Wilmington, DE, 19808

Name of Authorized Agent: Adam J. Newirth **Address:** 2850 Centerville Road, Wilmington, DE 19808

Contract Number: CRFQ-1400-AGR2200000015-1 **Contract Description:** Real-Time PCR System

Governmental agency awarding contract: WV Department of Agriculture

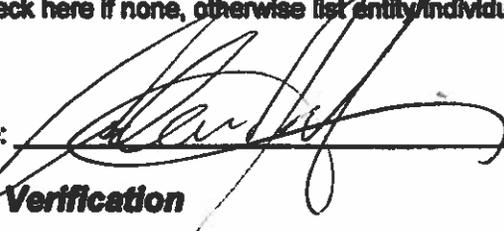
Check here if this is a Supplemental Disclosure

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

1. **Subcontractors or other entities performing work or service under the Contract**
 Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
 Check here if none, otherwise list entity/individual names below.

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
 Check here if none, otherwise list entity/individual names below.

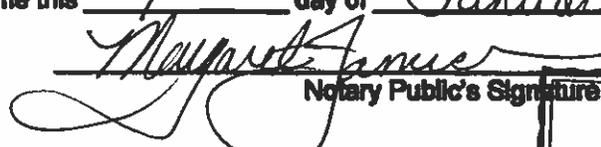
Signature:  Date Signed: 12/31/21

Notary Verification

State of Delaware, County of New Castle:

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

Taken, sworn to and subscribed before me this 4 day of January, 2022


Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

MARGARET E JAMISON
Notary Public
State of Delaware
My Commission Expires On
November 30, 2022

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 contacted 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.

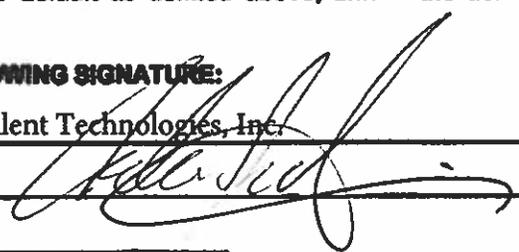
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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 §81-5-3) 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: Agilent Technologies, Inc.

Authorized Signature:  Date: 12/31/21

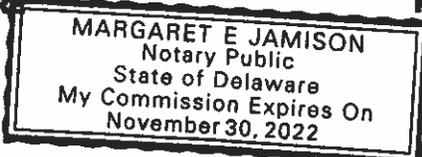
State of Delaware

County of New Castle, to-wit:

Taken, subscribed, and sworn to before me this 4 day of January, 2022

My Commission expires 11/30/22, 20

AFFIX SEAL HERE



NOTARY PUBLIC


Purchasing Affidavit (Revised 01/19/2018)

Pricing Page

CRFQ AGR2200000015					
Item No.	Description	Model #/Brand Name	Quantity	Unit Price	Extended Amount
1	Real-Time PCR System w/ Notebook Computer including Software	G8830A Agilent AriaMX Real-Time PCR Base Instrument	2	\$23,492.00	\$37,587.20
2	FAST 96 Well RNASE P Verification Plate -Equivalent SYBR Quantification Plate Kit	5190-7708 SYBR Quantification Plate Kit	2	\$226.00	\$361.60
3	Optical Adhesive Covers	401492 AriaMx Adhesive Seals	2	\$199.00	\$318.40
4	FAST 96 WELL Hardshell Plate	401490 AriaMX 96 Well Plates, Skirted, LP	2	\$226.00	\$361.60
5	Shipping and Handling	Included	1	\$0.00	\$0.00
Failure to use this form may result in disqualification				GRAND TOTAL	\$38,628.80

Bidder / Vendor Information		
Name:	Agilent Technologies, Inc.	
Address:	2850 Centerville Road	
	Wilmington, DE 19808	
Phone:	1-800-227-9770	
Email Address:	LSCABIDS@AGILENT.COM	
Authorized Signature:		



Ask your Agilent representative how these products fit into your Life Science Research workflow including: Bioanalyzer, Automation Solutions, DNA Microarrays, SureSelect, QPCR Systems, Bioreagents and Bioinformatics, including GeneSpring analysis software.

Crystal Husted
 State of West Virginia
 Dept of Agriculture
 1900 Kanawha Blvd E
 CHARLESTON WV 25305-0170

Quotation

Quote No.	Create Date	Delivery Time	Page
3767625	12/01/2021	< 1 Week	1 of 4
Contact	Phone no.	Valid to	
Caitlin Brown	4106888134	12/31/2021	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

* Multi-use: order optical cartridges as needed

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
1000	G8830A	2.000 EA	17,585.00 USD	7,034.00-	28,136.00
	AriaMx Real-Time PCR Base Instrument				
	With the following configuration:				
	Ship-to Country : USA				
	AriaMx Instrument, No filters installed				
	SYBR/FAM 463 - 516nm optical cartridge	2 EA	3,344.00 USD	1,337.60-	5,350.40
	Add HP Laptop	2 EA	2,563.00 USD	1,025.20-	4,100.80
	Installation (44K)				
	Introduction (44L)				
			Item Total		37,587.20
	Special discount of 20.00 % is applied.				
2000	5190-7708	2.000 EA	226.00 USD	90.40-	361.60
	SYBR Qualification Plate Kit				
			Item Total		361.60
	Special discount of 20.00 % is applied.				
3000	401492	2.000 EA	199.00 USD	79.60-	318.40
	AriaMx Adhesive Seals				



Quotation

Crystal Hustead
 State of West Virginia
 Dept of Agriculture
 1900 Kanawha Blvd E
 CHARLESTON WV 25305-0170

Quote No.	Create Date	Delivery Time	Page
3767625	12/01/2021	< 1 Week	2 of 4
Contact	Phone no.	Valid to	
Caitlin Brown	4106888134	12/31/2021	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Item Total					318.40
Special discount of 20.00 % is applied.					
4000	401490	2.000 EA	226.00 USD	90.40-	361.60
	AriaMx 96 Well Plates, Skirted, LP				
Item Total					361.60
Special discount of 20.00 % is applied.					
Gross Amount					: \$ 48,286.00
Total Discount					: \$ 9,657.20
Net Amount					: \$ 38,628.80
Total					: \$ 38,628.80

Crystal Husted
 State of West Virginia
 Dept of Agriculture
 1900 Kanawha Blvd E
 CHARLESTON WV 25305-0170

Quote No.	Create Date	Delivery Time	Page
3767625	12/01/2021	< 1 Week	3 of 4
Contact	Phone no.	Valid to	
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Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Ask about our attractive payment options and how we can help you acquire the latest innovations while minimizing the upfront costs. Contact your Agilent sales representative today or visit us online at www.agilent.com/en/technology/agilent-financial-solutions to learn why more and more labs are choosing these flexible payment plans and identify which works best for you.

To place an order: Visit www.agilent.com/store to place online orders using a purchase order or credit card and track your order status.

Product	Email	FAX
Consumables	cag_sales-NA@agilent.com	302-633-8901
Genomics	orders@agilent.com	512-321-3128
Pathology	customer.service@agilent.com	800-566-3256
Instruments	Lscainstrumentsales@agilent.com	302-633-8953
1-800-227-9770 Option 1		

To place an order, the following information is required:

- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to www.agilent.com/chem/exclusiveoffers

TO CHECK THE STATUS OF AN ORDER:

- 1) Visit agilent.com/store to check the status of your order.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8 am and 8 pm Eastern time, in the U.S., Canada & Puerto Rico. You will need to know the purchase order or credit card number the order was placed on.

TERMS AND CONDITIONS:

- Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
- All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
- Payment Terms: Net 30 days from invoice date, subject to credit approval.

* Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.

* Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.



Quotation

Crystal Husted
 State of West Virginia
 Dept of Agriculture
 1900 Kanawha Blvd E
 CHARLESTON WV 25305-0170

Quote No.	Create Date	Delivery Time	Page
3767625	12/01/2021	< 1 Week	4 of 4
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Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

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Agilent Payment Method: ACH
 Credit card accepted only at the time of order placement.
 Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.

AriaMx

Real-Time PCR System



SPEED



AGILITY



PRECISION



Total Confidence qPCR

The AriaMx Real-Time PCR System is a fully integrated quantitative PCR amplification, detection, and data analysis system. Now with [innovative modular optics](#) which can be [changed out in one easy step](#), the instrument provides the flexibility to scale up over time, as needed.

The latest design combines a [state-of-the-art thermal cycler](#), an advanced optical system with LED excitation source, and data analysis software. Continuing the tradition of intuitive software, the instrument now has a touchscreen so plates and analytics can be started with the touch of a finger.

With [enhanced performance](#), the software provides results capturing RDML information required for publishing under the miQE guidelines. Simultaneously, the software is equipped to [export images and raw data in multiple formats](#), allowing results to be viewed in common programs.

[For more firmware and software features, see next page.](#)

Specifications Table

Feature	Description
Excitation Source	8 dye specific LEDs per optical module
Detection Sources	8 photodiodes
Optical Cartridges	SYBR/FAM HEX ROX CY3 CY5 ATTO425 6 slots, swappable optical modules
Dye Selection	Excitation and Emission
Reaction Volume	10µL to 30µL
Chemistries Supported	SYBR, Probe, HRM
Thermal System	Six Peltiers made from two ceramic plates with semi-conductor elements, 96-well
Thermal System Temperature Range	25.0 – 99.9°C Heating: 6.0°C/sec Cooling: 3.0°C/sec (Median), 2.5°C/sec (Average) Accuracy: ± 0.2°C or better at typical annealing, amplification, and denaturation temperatures
Dynamic Range	9
Experiment Types	Quantitative PCR with dye, Quantitative PCR with probe, Allele Discrimination with HRM, Allele Discrimination with probe, Comparative Quantitation, User Defined
Uniformity	± 0.4°C
Data Acquisition Time	<3 seconds for all
Cq Uniformity	Cq St Dev <0.20 at fast cycling (5s 95°C/10s 60°C)
Electrical Power (input)	100 – 240VAC, 50/60Hz, 1100VA
Operating Environment	20 – 30°C, 20 – 80% non-condensing humidity, 7500 feet, max altitude
Weight	50 lbs. (23 kg)
Dimensions	19.7" W x 18.1" D x 16.5" H (50cm x 46cm x 42cm)
Sample Containers	96-well plates, strip tubes; 0.2mL tubes
Warranty	<ul style="list-style-type: none"> • 1-year warranty is standard with the instrument • 5-year warranty and service packages available
Onboard Analytics	<ul style="list-style-type: none"> • Thermal, physical, interactive (sensors) tests • Extended: 125 performance points tested in 30 minutes • Start-up: 59 performance points tested in ~1 minute • Optional bypass of both features
Services (upon request)	<ul style="list-style-type: none"> • Installation and familiarization • Standard and Enhanced Preventative Maintenance • Additional year warranty (+1 increments, up to 5 years coverage) • Return-to-Agilent Instrument Exchange Program • Thermal block verification
Operating System	<ul style="list-style-type: none"> • Windows 7 and 10
MS Office Compatibility	<ul style="list-style-type: none"> • Microsoft 2010 and 2013 compatible
Run Modes	<ul style="list-style-type: none"> • Stand alone • PC connected • LAN connected to PC (more than 20 instruments can be connected and monitored remotely) • USB connected, external devices



Agilent Technologies

Specifications Table (con't)

Feature	Description
Software	Free software including LIMS connectivity
Optical Module Calibration and Cleaning	<ul style="list-style-type: none"> All channels can be tested and calibrated All attributes of optical channels are calibrated at the factory – LED light output, light path, mirror, and photodiode Optical modules can be cleaned in lab without Agilent technician or sending back to factory
Selected Applications	<ul style="list-style-type: none"> Quantitative and qualitative gene expression analysis miRNA analysis Genetic mapping Genetic fingerprinting NGS library quantification 2-6 channel multiplex ability HRM analysis (including genotyping, mutational analysis, and class IV SNP detection) Pathogen quantification

Ordering Information

Category	Part #	Description	Quantity
Base Instrumentation	G8830A	AriaMx Real-Time PCR System	1
Optical Cartridges (*Use part numbers to upgrade post instrument purchase)	Option 101 (G8830-67001*)	SYBR/FAM Optical Cartridge	1/pack
	Option 102 (G8830-67002*)	ROX Optical Cartridge	1/pack
	Option 103 (G8830-67003*)	HEX Optical Cartridge	1/pack
	Option 104 (G8830-67004*)	CY3 Optical Cartridge	1/pack
	Option 105 (G8830-67005*)	CY5 Optical Cartridge	1/pack
	Option 106 (G8830-67006*)	ATTO425 Optical Cartridge	1/pack
Software Upgrade and PC (with instrument)	Option 300	Electronic Tracking of HRM software	1
	Option 400	HRM analysis software upgrade	1
	Option 650	AriaMx PC Kit	1
AriaMx Software Upgrade (post instrument purchase)	G5380AA	Electronic Tracking of the HRM software	1
	G5381AA	HRM analysis software upgrade only	1
Plastics	401490	AriaMx 96-well plates, skirted and low profile	1 x 25/pack
	401491	AriaMx 96-well plates, skirted and rigid	1 x 25/pack
	401494	AriaMx 96-well plates, non skirted low profile	1 x 25/pack
	401492	AriaMx adhesive plate seals	1 x 25 plates
	401493	AriaMx low profile strip tubes for PCR and qPCR applications, without caps	8/strip x 120/box
	401425	AriaMx Strip caps for PCR and qPCR applications	8/strip x 120/box
	401427	AriaMx Optical Strip Caps	Box of 60
Reagents	PROBE 600880	Brilliant III Ultra-Fast qPCR Master Mix	400 rxns
	SYBR 600882	Brilliant III SYBR Ultra-Fast qPCR Master Mix	400 rxns
	5190-7708	AriaMx SYBR Qualification Plate	1 plate/pack
	MULTIPLEX 600553	Brilliant Multiplex qPCR Master Mix	200 rxns
	HRM 5190-7827	Brilliant HRM Ultra-Fast Loci Master Mix	200 rxns
	5190-7702	AriaMx HRM Calibration Kit	1 x 96-well plate
Starter Packs (Includes cDNA synthesis kits* and recommended plastics)	600906*	AriaMx SYBR Green Starter Pack	1
	600907*	AriaMx qRT-PCR Starter Pack	1
	5190-9370	Brilliant HRM Ultra fast Starter Pack	1

Useful Tools and Web Links

qPCR Decision Tree

Determine which qPCR reagents or enzymes best serve your needs by visiting www.agilent.com/genomics/qpcrdecisiontree

Software Updates

Ensure your software is the most current version by visiting www.agilent.com/genomics/ariamxsoftware

For a virtual demo, visit www.agilent.com/genomics/ariamxvideos
For a live demo, call your Agilent sales representative.

**FOR MORE INFORMATION**

qpcr@agilent.com | www.agilent.com/genomics/ariamx

For Americas, call **800.227.9770** or for other regions, consult www.agilent.com/genomics/contactus

PR7000-0130

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Agilent Technologies

AriaMx

Real-Time PCR System

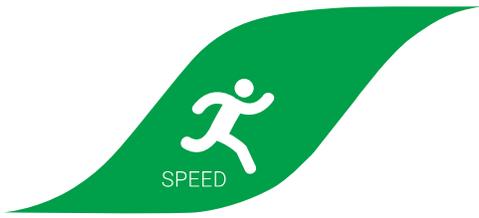


TOTAL CONFIDENCE qPCR

Built on Stratagene's legacy of enzyme engineering expertise and precision instruments, Agilent Technologies provides a comprehensive approach to real-time quantitative PCR (qPCR)—from sample preparation to data analysis. Every Agilent qPCR instrument, including the AriaMx Real-Time PCR System, comes with the same quality, intuitive software, and technical support that you have come to expect from the successful Mx3000P and Mx3005P qPCR instruments on the market today. We are proud to carry forward the people and product excellence from the Stratagene family to the Agilent family—ready to support you at every step.

Whether you are new or experienced in qPCR, Agilent's full range of products and industry-leading support is sure to keep you up and running with complete confidence and superior results.





Confidence in Success with Brilliant Ultra-Fast Master Mixes

Our unique Brilliant reagents are equally robust and reproducible across a variety of assays—even on fast cycling platforms. Superior specificity is delivered utilizing a novel, faster-activating hot start method to minimize the formation of primer-dimers and other off-target reactions.

- Enhanced rapid hot start capability
- Reliable and reproducible data



Confidence in a System that Meets Your Needs—Today and Tomorrow

The agile design of the AriaMx Real-Time PCR System offers the industry's first configurable and customer-changeable optics. Now you can mix-and-match optics to suit your needs today, and easily change them to suit your needs for tomorrow.

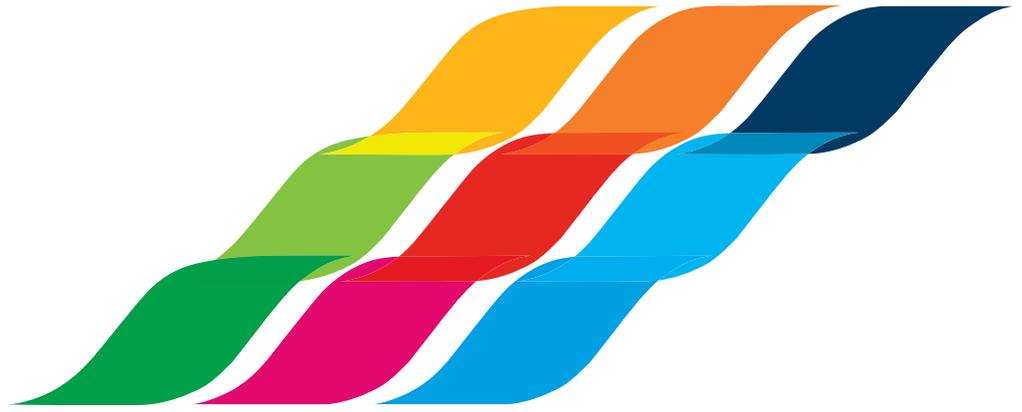
- Modular design
- Ready-to-use
- Future-proof



Confidence in Easy-to-Use, Precise Software

The AriaMx Software combines robust data analysis algorithms and intuitive organization for precision and ultimate ease-of-use.

- Control experimental bias due to differences in amplification efficiencies through a proprietary algorithm
- Multiple, customizable data analysis algorithms
- Thermocycling control and precision you expect from a more expensive instrument
- 21 CFR part 11 compliant software



AriaMx

BETTER SYSTEMS. BRILLIANT RESULTS.



Confidence in a system that meets your needs today and tomorrow.

The AriaMx Real-Time PCR System is a fully integrated qPCR amplification, detection, and data analysis system. The system's modular design combines a state-of-the-art thermal cycler, an advanced optical system with spectra-optimized LED cartridges, and data analysis software.

The instrument leverages a comprehensive software suite of on-board instrument diagnostics, giving you confidence that instrument failpoints are identified prior to running your assay. Experience total confidence with AriaMx's blend of speed, agility, and precision.





SPEED Ready, Go!

Factory Calibrated

AriaMx is ready to go—no need to set quantification curves or calibrate the instrument.

Ultra-Fast Chemistry

AriaMx is optimized for Agilent's Brilliant III reagents, but also runs all fast chemistries.

Blazing Scan Times

Scan all channels in less than three seconds—the fastest in the industry.

AGILITY Today and Tomorrow

Modular Design

Modular cartridges make in-lab upgrades possible with the click of a button.

Intuitive Interface

AriaMx's touchscreen makes system integration easy for all users.

Broad Applications

AriaMx supports more than one assay and chemistry. Applications include: Gene Expression, Comparative Quantification (Single-Plex and Multiplex), Quantitative PCR (Single-Plex and Multiplex), Genotyping, Allele Discrimination, NGS Library Quantification, and more.

PRECISION Superior Data

Thermal Control

Easily maintains within $\pm 0.2^\circ\text{C}$ or less of target temperature.

Impressive Sensitivity

Two-fold discrimination in a single cycle with 95% confidence over a wide range of copies.

Robust Validation

Tested on 100,000 samples.

MODULAR
OPTICS

EASY-TO-
LEARN

SPEED

BRILLIANT REAGENTS Built upon Stratagene's legacy, Agilent Technologies provides a total solution approach to real-time quantitative PCR.

- Robust validation and tight manufacturing quality controls
- SYBR assay results in 42 minutes using Brilliant III reagents
- Open reagent platform: use your assays and reagents
- AffinityScript for the toughest samples and alleles

Ultra-Fast SYBR Master Mixes

A proprietary, quick acting hot start *Taq* mutant enables ultra-fast reactions which maintain amplification efficiency, R2, dynamic range and detection sensitivity.



AriaMx instrumentation makes routine and complicated applications faster and easier without sacrificing data integrity. Applications where AriaMx excels:

- **HRM**
Confidently genotype the toughest alleles in less time
- **Multiplex**
More agility and speed in your assays with reagents optimized for your reactions
- **NGS Library Quantification**
Optimal cluster density improving efficiency and data quality

- **miRNA Quantification**
Master mixes which enable your assays to discriminate miRNA differences—even by one SNP
- **Open Platform**
Instrumentation validated for all major manufacturer kits as well as Agilent reagents



FIG. 1 Six Color Standard Curve Data by Fluor

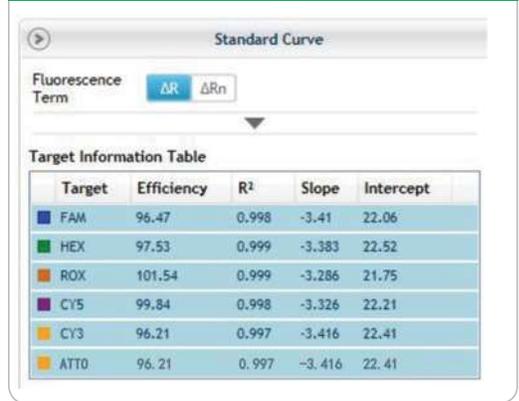
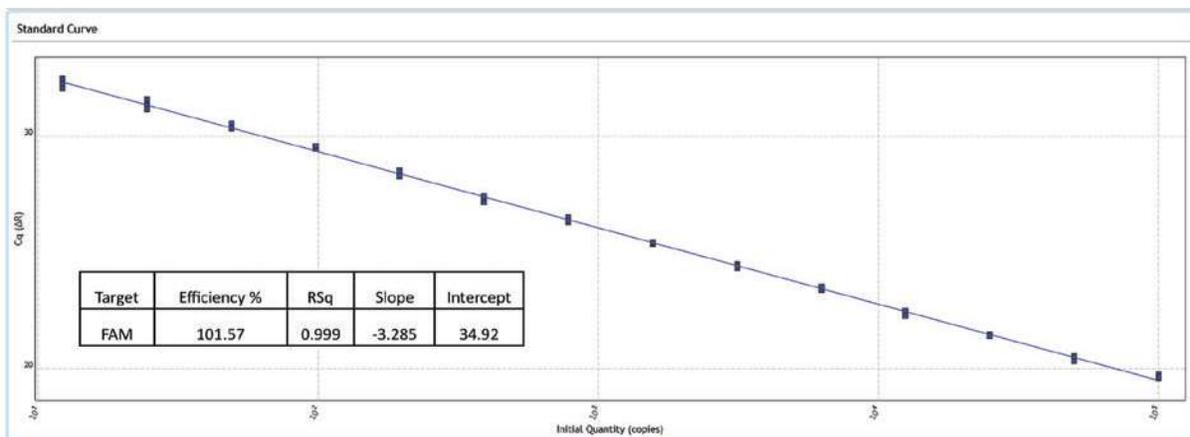
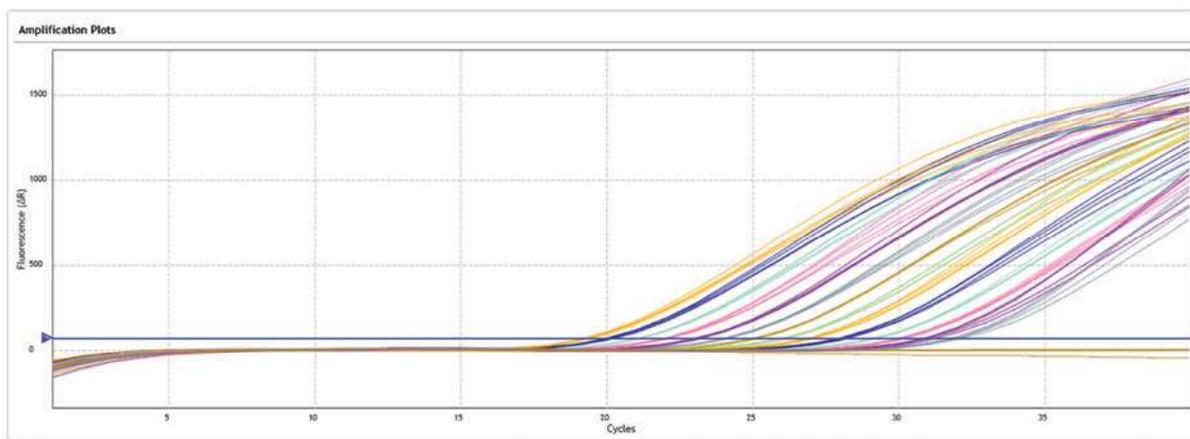


FIG. 2 SYBR Green Assay—Amplification and Standard Curve Plots Showing Sensitivity Measuring a Two-Fold Change



The standard curve consisted of nine, ten-fold dilutions starting with 1×10^9 copies and ending at two copies. Amplification plots are below.





BRILLIANT HRM ULTRA-FAST LOCI MASTER MIX

Fast chemistry to confidently identify hard-to-detect genotypes.

High Resolution Melt Application

High resolution melt analysis (HRM) is a quick method to monitor and record the melt profile of amplicons in a sample, post-PCR. HRM's high sensitivity can detect even the smallest of melting temperature changes like those caused by single-base changes, nucleotide repeats and small deletions in DNA.

Some of the more common applications of HRM include: genotype confirmation, mutation identification and screening, clone confirmation and methylation analysis.

HRM is often used at hypervariable loci to find hard-to-detect base changes. In contrast to *TaqMan* assays, which can easily miss new or unknown mutations, HRM can detect any mutation between two primers in the assay. HRM also cost-effectively resolves small changes while maintaining melting temperature control.

Brilliant HRM Ultra-Fast Loci Master Mix Advantages

- **Mix and Go**
MgCl₂ and dNTPs are included.
- **Better stability**
Stable after multiple freeze thaws, reducing wastage and increasing batch-to-batch reliability.
- **Fast-Start Taq**
Three-minute activation time for the proprietary mutant Fast-Start Taq polymerase.
- **EvaGreen Release-on-Demand based dye**
Non-toxic and can be added at saturating concentrations—insuring minimal inhibition while preserving high sensitivity.
- **Platform independent**
Use with any HRM-capable thermocycler.

High-Performance Agilent HRM Options:



Brilliant HRM Ultra-Fast Loci Master Mix
Faster HRM on any platform with total confidence



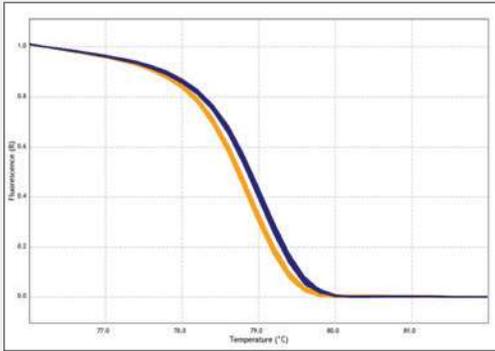
Complete AriaMx HRM Solution
The fastest way to confidently identify hard-to-detect genotypes

Agilent HRM Ultra-Fast Loci Master Mix

For the scientist looking to quickly “mix-and-go” with greater confidence, Agilent now offers the Brilliant Ultra-Fast Loci Master Mix as a stand alone reagent—validated to work on your existing instrumentation. Although optimized for Agilent’s AriaMx, the master mix also works on most major manufacturer instrumentation.

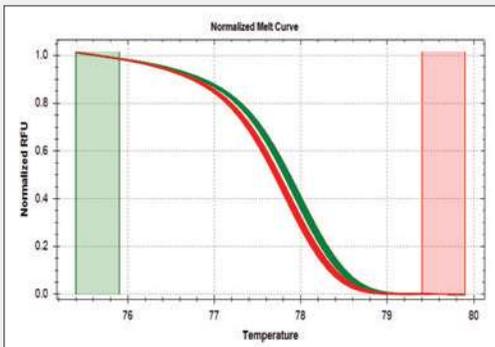
The HRM Ultra-Fast Loci Master Mix combines a fast-start mutant *Taq* polymerase, $MgCl_2$ buffer optimized for most HRM reactions, dNTPs and an EvaGreen low toxicity dye, considered the most reliable for HRM.

FIG. 3 HRM of SNP Rs9939609 (FTO) Using Brilliant HRM Master Mix on Three Different Instruments



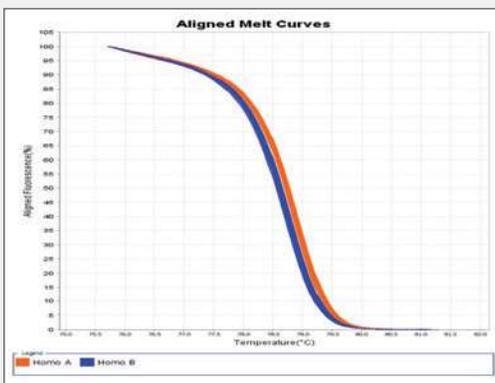
Panel A (Agilent AriaMx qPCR System)

SNP identified using Brilliant HRM Master Mix on Agilent’s AriaMx qPCR Instrument.



Panel B (Competitor B)

The same SNP identified using Brilliant HRM Master Mix on Competitor B qPCR Instrument.



Panel AB (Competitor AB)

The same SNP identified using Brilliant HRM Master Mix on the Competitor AB qPCR Instrument.



BRILLIANT HRM ULTRA-FAST LOCI MASTER MIX

Complete HRM Solution for total confidence in your data.

Intuitive HRM Software

Agilent includes fully featured software for HRM analysis which contains several benefits over other software packages with respect to plate set up, analysis and reporting (Table 1). Unlike competitive HRM software, Agilent HRM software comes standard with the AriaMx Real-Time PCR System—included with the instrument at no charge.

The Agilent platform's speed advantage over the competition is due to fast scan times and an algorithm used to interpolate the maximum T_m peak value. Other platforms report the highest melt peak value observed during the run, requiring additional scans to obtain an equivalent answer.

Table 1. Comparison of Instrument Software for HRM Analysis

Feature	Instrument		
	A (AriaMx)	B	AB
Set up replicates quickly using “smart-rules-based” software	●	●	●
Use files from a previously-run experiment as a template	●	●	●
Use a highlighting feature to link plots to the results table for easier analysis	●	●	●
Hover over each plot to reveal key data (e.g. X, Y coordinates, replicate number, dye channel)	●	●	●



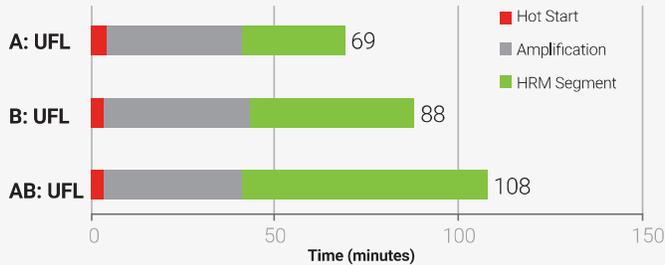
Part Number	Description
5190-7827	Brilliant III HRM Ultra-Fast Loci Master Mix
5190-7702	AriaMx HRM Calibration Kit



Agilent Complete HRM Solution

For researchers ready for a change in genotyping speed and confidence, Agilent offers a complete solution: **HRM Master Mix**, an **instrument** and **analysis software**.

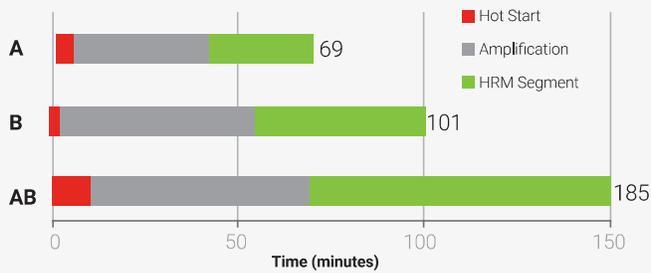
FIG. 4 Agilent AriaMx qPCR Instrument is > 20% Faster than Competitor Instruments



This graph shows the time required to identify the Class IV SNP Rs9939609 FTO with the Brilliant HRM Ultra-Fast Loci Master Mix (UFL) on three different qPCR instruments. The assay consisted of a hot start, 40 cycles of qPCR amplification and a high resolution melt segment. The time differences observed are due to: 1) differences in instrument scanning speeds, 2) the number of measurements over the temperature profile, and 3) *Taq* polymerase's activation time.

- A:** AriaMx instrument with Brilliant HRM Master Mix
- B:** Competitor B qPCR instrument with Brilliant HRM Master Mix
- AB:** Competitor AB qPCR instrument with Brilliant HRM Master Mix

FIG. 5 Agilent Complete HRM Solution is > 30% Faster than Competing HRM Solutions



This graph shows the time to identify the Class IV SNP Rs9939609 FTO on three competing qPCR instruments with manufacturer's respective HRM chemistries. Manufacturer's recommended HRM protocols were used.

- A:** Agilent AriaMx qPCR Instrument with Agilent Brilliant HRM Ultra-Fast Loci Master Mix
- B:** Competitor B qPCR instrument and competitor B's HRM Master Mix
- AB:** Competitor AB qPCR instrument with competitor AB's HRM Master Mix

Using Agilent's complete HRM solution, **the time to correctly identify the most difficult-to-detect genotypes can be cut in half** (Figure 5). The longest run time (185 minutes) was on the AB instrument with the AB reagents. In contrast, on the Agilent AriaMx instrument with the Brilliant HRM Ultra-Fast Loci Master Mix, the same result was obtained in only 69 minutes. Now researchers can identify difficult-to-detect genotypes much faster than any other 96-well plate based solution—with ease and confidence.



MODULAR OPTICAL CARTRIDGES The first real-time PCR system with optics contained in modular cartridges, the AriaMx allows for less cross talk between channels—resulting in improved data resolution.



**MULTIPLEX
FROM 2 TO 6
CHANNELS**

Ready, Go!

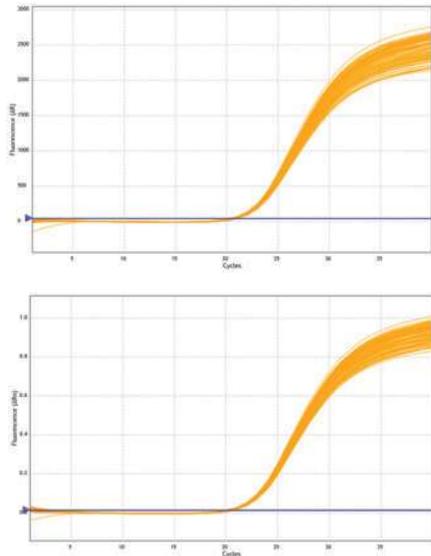
AriaMx comes calibrated straight from the factory. Calibration is only necessary if future modules are added. Now you can be confident you are measuring biological variation over the instrument's life.

Key Features

- Expandable and upgradeable in the lab
- No reference channel needed
- "Set it and forget it" calibration
- Future-proof
- Accommodate as many or as few optic channels as you require

With optical cartridges that have no need for a reference channel, the tight calibration of the cartridges and steady emission wavelengths from the instrumentation provide consistent data with every run.

Fig. 6 Validation Run With No ROX Reference (Above) and With ROX Reference (Below)*



When detecting biologically relevant changes, which occur at low thresholds, instrument sensitivity is critical. The SYBR uniformity curves at left were generated as part of the AriaMx validation on the same day. Both begin at cycle seven and end at cycle 17.

*Sigma multiplier was set to 19 for both runs. Adaptive smoothing was also on for the baseline graph. $dR, SD = 0.13 Cq$ for both runs.

Better multiplexing: Don't sacrifice time, samples or reagents

We know you're always looking to maximize information obtained from rare samples. Multiplexing is one solution to getting answers in the least amount of time. However, multiplexing often requires extensive optimization of reagents, which can be expensive in both time and reagent costs and is quickly becoming an impractical method. Agilent's Brilliant Master Mixes allow you to normalize your results with internal controls, providing the most accurate quantification possible.

Agilent Brilliant Multiplex qPCR Master Mixes

Providing sensitive, real-time amplification, Agilent Brilliant Multiplex qPCR Master Mix allows the use of internal controls to provide normalization within each reaction while reducing time and reagent costs. The Brilliant Multiplex qPCR Master Mix provides amplification of up to four targets per reaction, and each requires far less template than if performed in four separate reactions. Moreover, the sensitivity remains equivalent to that seen in single-plex.

Agilent Complete Multiplex Solution

AriaMx delivers answers from multiplexing experiments faster than most thermocycler-based platforms. Get ready for an improvement in time-to-results and accuracy.

Part Number	Description
600880	Brilliant III Ultra-Fast QPCR Master Mix for Multiplex Reactions
600884	Brilliant III Ultra-Fast QPCR Master Mix for Multiplex Reactions

PRECISION

Advanced, yet easy-to-use **SOFTWARE** with proprietary algorithms accompany AriaMx's precision chemistry and thermocycling capability.



Fig. 7 Easy-to-access Plate and Well Maps



Easy Touchscreen Set-Up

Simple-to-use, feature-rich touchscreen allows you to set up runs with the touch of a finger.

21 CFR Part 11 compatible features are available by licensing ET software.

Plate Maps at Your Fingertips

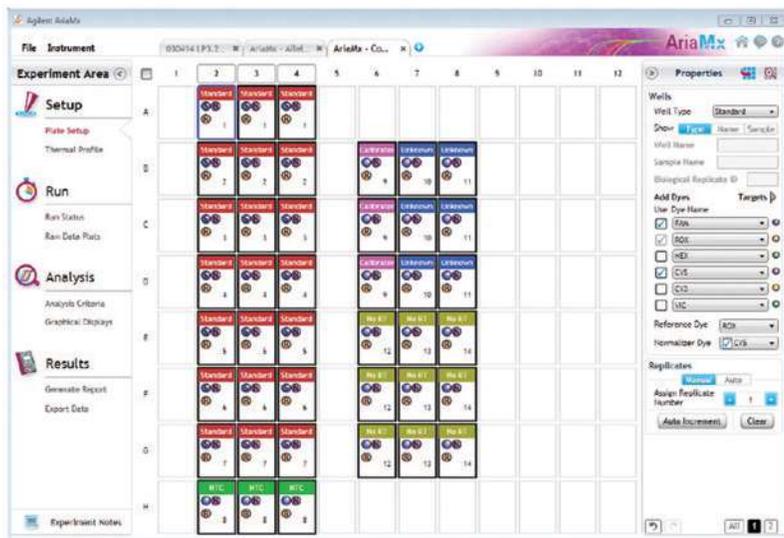
Program at the plate and well level. Simply hover over a well, and its details will open in a new window.

New Software Features

- Touchscreen Set-Up
- Onboard Diagnostics
- Remote Monitoring
- Base software included with instrument purchase



Fig. 8 Set-up Screen for Comparative Quantitation



AriaMx Software helps you control experimental bias due to differences in amplification efficiencies through a proprietary algorithm—resulting in higher accuracy.

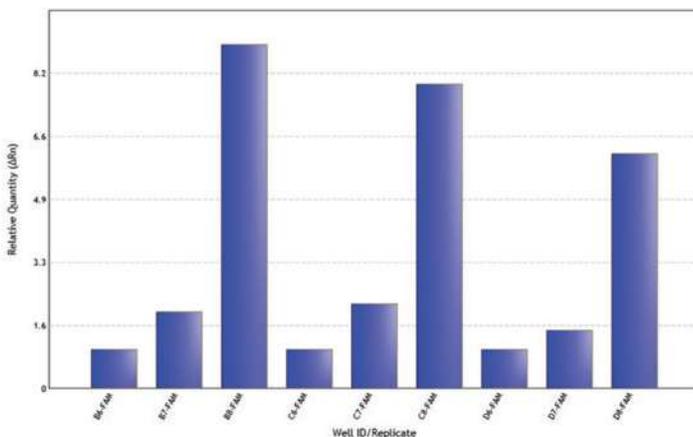
Pre-programmed Assays

Pre-programmed assays allow for easy selection of calibrators, normalizers and sample associations.

- Quantitative PCR
- Allele Discrimination
- Comparative Quantitation
- High-Resolution Melt

In high throughput gene expression studies, standard curves are not used. Relative quantity calculation is automated using the Comparative Quantitation module in the AriaMx Software. See Figure 8 for details.

Fig. 9 Relative Gene Expression



Easy Reporting

Easily export raw data in multiple formats with the touch of a finger. Select only those datasets you want displayed using custom data reports:

- Plate Set-Up
- Experimental Thermal Profile
- Raw Data Plots
- Analysis Criteria
- Amplification Plots
- Allele Determination
- Graphical Displays
- Tabular Results
- Experimental Notes

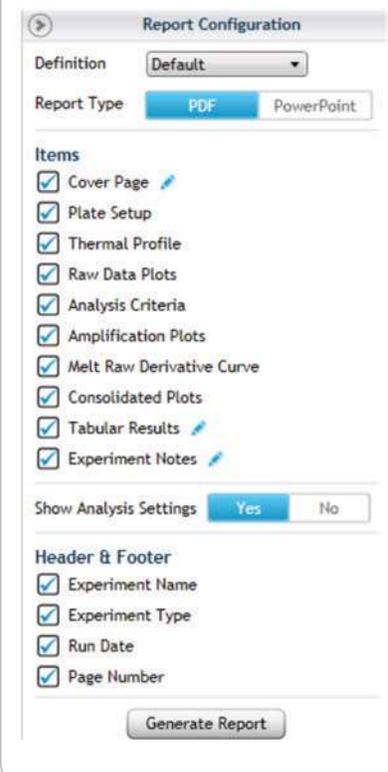
Multiple, Customizable Data Analysis Algorithms

Identify NGS Bias and Fragment Drop

Accurate NGS library quantification is crucial for determining sequencing efficiency and data quality.

Combine the AriaMx System with the Agilent Bioanalyzer for a powerful gene expression and next-gen sequencing solution. See www.agilent.com/genomics/bioanalyzer for more details.

Fig. 10 Report Configuration





SERVICES

Give your research the attention it deserves. Regain time lost on peripheral tasks and focus on the critical processes that keep your lab competitive and successful.

- Speedy delivery for critical parts
- Dedicated instrument support for fast issue resolution

More Reliable Results and Achievements

Agilent service agreements, preventative maintenance, and compliance services are sold to you at the system level, assuring all modules of your system are covered.

Confidence, Not Compromise

Agilent's service group stands behind every instrument, giving you confidence in equipment functionality and data. Agilent has one global focal point: providing our customers with the best service available worldwide. It's no wonder that over 70% of our service employees stay with Agilent for over five years. Equipped with calibrated and traceable tools, our service technicians verify your equipment is running at maximum performance. Agilent hardware and software qualification protocols ensure rapid conflict resolution. Specialized remote monitoring (free to activate as needed) allows Agilent's service group to troubleshoot your instrument directly from the lab, providing confidence at every turn.

Breadth of Services

Agilent's professional services team has been called upon for our support with customized training, systems and enterprise integration, workflow design, special engineering projects, protocol development, and project management. We have conducted over 100,000 successful system qualifications worldwide, and our genomics professionals operate in 65 countries.

Rapid Assistance

Whatever the challenge, Agilent's broad resources address your needs. Expect reduced repair time with:

- **Call Center:** Rapid assistance with instrumentation, reagents, applications, and protocols requires a vast knowledge of a variety of chemistries. That's why our technical support professionals are PhD scientists with genomics experience—just like you.
- **Detailed Asset Information:** Agilent's tracking system provides critical information on instrument usage, resulting in quicker solutions.
- **Wireless Technology:** Enables our service team to provide instant access to a database of information and resources.
- **Remote Monitoring:** Instrument health monitored remotely for greater troubleshooting flexibility.

Warranty and Multi-Year Upfront Coverage

Each AriaMx has a global warranty, including the standard warranty for the country of purchase. If moved to another country, the destination country's standard warranty will apply to the instrument.*

Services available for purchase with AriaMx include:

- Return to Agilent (RTA): This may be accomplished with a loaner instrument, exchanging out your instrument, or direct return of your instrument to Agilent.
- Installation and Familiarization (I&F): Have an Agilent Field Service engineer or member of our team install and familiarize you with the AriaMx.
- Standard Preventative Maintenance (PM): Agilent is available to run routine maintenance check-ups on your instrument annually to ensure peak performance for the upcoming year.**
- Extended Preventative Maintenance: Conducted annually on your instrument and includes thermal block tests to evaluate uniformity and precision.**
- Silver Service Package: Bundled service including Standard Preventative Maintenance check-ups and the Return to Agilent (RTA) program, if necessary.



1-year base warranty sold with the instrument. Additional coverage can be purchased at a minimal cost.

1-YEAR	+1 YEAR	+2 YEARS	+3 YEARS	+4 YEARS
Initial Warranty Sold with instrument (covers 1 year)	Extended Warranty 2 Adds additional year (covers 2 years)	Extended Warranty 3 Adds additional year (covers 3 years)	Extended Warranty 4 Adds additional year (covers up to 4 years)	Extended Warranty 5 Adds additional year (covers up to 5 years)

* Except for on-site warranty where Agilent does not have an applicable product-specific support presence or authorized representative in that country.

** Unless a service contract is in place, parts replaced outside the scope of preventative maintenance will be charged as a repair event (this includes the engineer's time and materials).

Specifications

Feature	Description
Excitation Source	8 dye specific LEDs per optical module
Detection Sources	8 photodiodes
Optical Cartridges	SYBR/FAM HEX ROX CY3 CY5 ATTO425 6 slots, swappable optical modules
Dye Selection	Excitation and Emission
Reaction Volume	10 µL to 30 µL
Chemistries Supported	SYBR, Probe, HRM
Thermal System	Six Peltiers made from two ceramic plates with semi-conductor elements, 96-well
Thermal System Temperature Range	25.0 – 99.9°C Heating: 6.0°C/sec Cooling: 3.0°C/sec (Median), 2.5°C/sec (Average) Accuracy: ± 0.2°C or better at typical annealing, amplification, and denaturation temperatures
Dynamic Range	9
Experiment Types	Quantitative PCR with dye, Quantitative PCR with probe, Allele Discrimination with HRM, Allele Discrimination with probe, Comparative Quantitation, User Defined
Uniformity	± 0.4°C
Data Acquisition Time	<3 seconds for all
Cq Uniformity	Cq St Dev <0.20 at fast cycling (5s 95°C/10s 60°C)
Electrical Power (input)	100 – 240VAC, 50/60Hz, 1100VA
Operating Environment	20 – 30°C, 20 – 80% non-condensing humidity, 7500 feet, max altitude
Weight	50 lbs. (23 kg)
Dimensions	19.7" W x 18.1" D x 16.5" H (50cm x 46cm x 42cm)

Feature	Description
Sample Containers	96-well plates, strip tubes; 0.2 mL tubes
Warranty	<ul style="list-style-type: none"> • 1-year warranty is standard with the instrument • 5-year warranty and service packages available
Onboard Analytics	<ul style="list-style-type: none"> • Thermal, physical, interactive (sensors) tests • Extended: 125 performance points tested in 30 minutes • Start-up: 59 performance points tested in ~ 1 minute • Optional bypass of both features
Services (upon request)	<ul style="list-style-type: none"> • Installation and familiarization • Standard and Enhanced Preventative Maintenance • Additional year warranty (+1 increments, up to 5 years coverage) • Return-to-Agilent Instrument Exchange Program • Thermal block verification
Operating System	• Windows 7 and 10
MS Office Compatibility	• Microsoft 2010 and 2013 compatible
Run Modes	<ul style="list-style-type: none"> • Stand alone • PC connected • LAN connected to PC (more than 20 instruments can be connected and monitored remotely) • USB connected, external devices
Software	Free software including LIMS connectivity
Optical Module Calibration and Cleaning	<ul style="list-style-type: none"> • All channels can be tested and calibrated • All attributes of optical channels are calibrated at the factory – LED light output, light path, mirror, and photodiode • Optical modules can be cleaned in lab without Agilent technician or sending back to factory
Selected Applications	<ul style="list-style-type: none"> • Quantitative and qualitative gene expression analysis • miRNA analysis • Genetic mapping • Genetic fingerprinting • NGS library quantification • 2-6 channel multiplex ability • HRM analysis (including genotyping, mutational analysis, and class IV SNP detection) • Pathogen quantification



Quick Reference

Useful Tools

qPCR Decision Tree: Determine which qPCR reagents or enzymes best serve your needs.

Software Updates: Ensure your software is the most current version.

qPCR Methods and Applications Guide: Useful for both new and expert users.

Field Notes: Updates and quick tips on AriaMx, from new applications to protocols you can rely on.

Ordering Information

Category	Part Number	Description	Quantity	
Base Instrumentation	G8830A	AriaMx Real-Time PCR System	1	
Optical Cartridges	G8830-67001*	SYBR/FAM Optical Cartridge	1/pack	
(*Select 1-6 filters to add to base instrument. Additional filters can be added to base instrument at any time)	G8830-67002*	ROX Optical Cartridge	1/pack	
	G8830-67003*	HEX Optical Cartridge	1/pack	
	G8830-67004*	CY3 Optical Cartridge	1/pack	
	G8830-67005*	CY5 Optical Cartridge	1/pack	
	G8830-67006*	ATTO425 Optical Cartridge	1/pack	
Software Upgrade and PC	G5380AA	Electronic Tracking of HRM software	1	
	G5381AA	HRM analysis software upgrade	1	
	G4983AA	AriaMx Software on HP Laptop	1	
Plastics	401490	AriaMx 96-well plates, skirted and low profile	1 x 25/pack	
	401491	AriaMx 96-well plates, skirted and rigid	1 x 25/pack	
	401494	AriaMx 96-well plates, non skirted low profile	1 x 25/pack	
	401492	AriaMx adhesive plate seals	1 x 25 plates	
	401493	AriaMx low profile strip tubes for PCR and qPCR applications, without caps	8/strip x 120/box	
	401425	AriaMx Strip caps for PCR and qPCR applications	8/strip x 120/box	
	401427	AriaMx Optical Strip Caps	Box of 60	
Reagents	PROBE	600880	Brilliant III Ultra-Fast QPCR Master Mix	400 rxns
	SYBR	600881	Brilliant III Ultra-Fast QPCR Master Mix, 10 pack	10 x 400 rxns
		600882	Brilliant III Ultra-Fast SYBR Green QPCR Master Mix	400 rxns
		600883	Brilliant III Ultra-Fast SYBR Green QPCR Master Mix, 10 pack	10 x 400 rxns
		600884	Brilliant III Ultra-Fast QRT-PCR Master Mix	400 rxns
		600885	Brilliant III Ultra-Fast QRT-PCR Master Mix, 10 pack	10 x 400 rxns
		600886	Brilliant III Ultra-Fast SYBR Green QRT-PCR Master Mix	400 rxns
		600887	Brilliant III Ultra-Fast SYBR Green QRT-PCR Master Mix, 10 pack	10 x 400 rxns
		302106	MycoSensor QPCR Assay Kit	100 rxns
		302107	MycoSensor QPCR Assay Kit	50 rxns
	MULTIPLEX HRM	5190-7708	AriaMx SYBR Qualification Plate	1 plate/pack
		600553	Brilliant Multiplex qPCR Master Mix	200 rxns
		5190-7827	Brilliant HRM Ultra-Fast Loci Master Mix	200 rxns
		5190-7702	AriaMx HRM Calibration Kit	1 x 96-well plate
Starter Packs		600906*	AriaMx SYBR Green Starter Pack	1
(*Includes cDNA synthesis kits and recommended plastics)		600907*	AriaMx qRT-PCR Starter Pack	1
		5190-9370	Brilliant HRM Ultra fast Starter Pack	1

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Category	Part #	Description	Quantity
SYBR Green Probes and Master Mixes	600882	Brilliant III Ultra-Fast SYBR Green qPCR Master Mix	20µL/rxn, 400 rxns
	600883	Brilliant III Ultra-Fast SYBR Green qPCR Master Mix	10 x (20µL/rxn, 400 rxns)
	600886	Brilliant III Ultra-Fast SYBR Green qRT-PCR Master Mix	20µL/rxn, 400 rxns
	600887	Brilliant III Ultra-Fast SYBR Green qRT-PCR Master Mix	10 x (20µL/rxn, 400 rxns)
	600880	Brilliant III Ultra-Fast qPCR Master Mix	20µL/rxn, 400 rxns
	600881	Brilliant III Ultra-Fast qPCR Master Mix	10 x (20µL/rxn, 400 rxns)
	600884	Brilliant III Ultra-Fast qRT-PCR Master Mix	20µL/rxn, 400 rxns
	600885	Brilliant III Ultra-Fast qRT-PCR Master Mix	10 x (20µL/rxn, 400 rxns)
	600828	Brilliant II SYBR Green qPCR Master Mix	25µL/rxn, 400 rxns
	600831	Brilliant II SYBR Green qPCR Master Mix	10 x (25µL/rxn, 400 rxns)
	600825	Brilliant II SYBR Green qRT-PCR Master Mix, 1-step	25µL/rxn, 400 rxns
	600826	Brilliant II SYBR Green qRT-PCR Master Mix, 1-step	10 x (25µL/rxn, 400 rxns)
	600834	Brilliant II SYBR Green qRT-PCR AffinityScript Master Mix, 2-step	25µL/rxn, 400 rxns
	600804	Brilliant II qPCR Master Mix	25µL/rxn, 400 rxns
	600815	Brilliant II qPCR Master Mix	10 x (25µL/rxn, 400 rxns)
	600827	Brilliant II qRT-PCR Master Mix, 2-step	25µL/rxn, 400 rxns
600536	Passive Reference Dye (ROX)	10 x 100µL	
SYBR Green Probes Pre-mixed with ROX	600829	Brilliant II SYBR Green qPCR Master Mix, High ROX	25µL/rxn, 400 rxns
	600830	Brilliant II SYBR Green qPCR Master Mix, Low ROX	25µL/rxn, 400 rxns
	600836	Brilliant II SYBR Green qRT-PCR High ROX Master Mix, 1-Step	25µL/rxn, 400 rxns
	600835	Brilliant II SYBR Green qRT-PCR Low ROX Master Mix, 1-Step	25µL/rxn, 400 rxns
	600805	Brilliant II qPCR High ROX Master Mix	25µL/rxn, 400 rxns
	600806	Brilliant II qPCR Low ROX Master Mix	25µL/rxn, 400 rxns
	600838	Brilliant II qRT-PCR High ROX Master Mix, 1-Step	25µL/rxn, 400 rxns
	600837	Brilliant II qRT-PCR Low ROX Master Mix, 1-Step	25µL/rxn, 400 rxns

Brilliant III Ultra-Fast SYBR qPCR, 10 pack 600883

Brilliant III Ultra-Fast SYBR qRT-PCR, 10 pack 600887

Brilliant III Ultra-Fast qPCR MM, 600880

Brilliant II SYBR Green qPCR MM, Low ROX 600830



Category	Part #	Description	Quantity
Multiplex & Specialty Kits	600553	Brilliant Multiplex Kit	200 rxns
	600584	miRNA qRT-PCR Master Mix Detection Kit	200 rxns
	G4880A	qPCR NGS Library Quantification Kit (Illumina GA)	400 rxns
	G4881	qPCR NGS Library Quantification Kit (SOLiD)	400 rxns
	5500-0094	Porcine Detection Kit	50 preps 400 rxns
	302107	MycoSensor qPCR Assay Kit	50 rxns
	302106	MycoSensor qPCR Assay Kit	100 rxns
	600583	miRNA qPCR Master Mix	200 rxns
	600750	miRNA Forward Primer Human U6	200µL
	600037	Universal Reverse Primer	200µL
RNA Purification Kits	400800	Absolutely RNA [®] Microprep Kit	50 preps
	400805	Absolutely RNA [®] Microprep Kit	30µL
	400793	StrataPrep Plasmid [®] Mini Prep Kit	250 rxns
	400753	Absolutely RNA [®] Nanoprep Kit	10µL
	400809	Absolutely RNA [®] FFPE Kit	30µL
	400811	Absolutely RNA [®] FFPE Kit (without de-parafinization reagents)	50 preps
	400814	Absolutely miRNA [®] Purification Kit	50 preps
	400806	Absolutely miRNA [®] Purification Kit	10 preps
	5188-2780	Plant RNA Isolation Mini Kit	50 preps
	5185-6000	Total RNA Isolation Mini Kit	50 preps
	5188-2736	Mini Pre-filter Columns & Tubes	5 pack
	200345	RNA Isolation Kit	7g of tissue
	200344	miRNA Extraction Kit	100-500 rxns
	400720	RNase – IT Ribonuclease Cocktail (RNase A & RNase T1)	600µL, 6000U
	400792	RNA Lysis Buffer	125ml

Brilliant Multiplex Kit,
200 rxns
600553

MycoSensor
qPCR Kit,
100 rxns
302106

Universal
Reverse Primer,
200 µL
600037

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Category	Part #	Description	Quantity
Lysis & Stabilization	400900	SideStep Lysis & Stabilization Buffer	10mls, 100 rxns
	400916	SideStep II Cell Lysis Analysis Kit	100 rxns
	400902	SideStep miRNA Enrichment Kit	10 preps
	400917	SideStep II qRT-PCR Master Mix, 1 Step	400 rxns
DNA Purification	400761	StrataPrep Plasmid MiniPrep	50 rxns
	400763	StrataPrep Plasmid MiniPrep Kit	250 rxns
	720203	RecoverEase DNA Isolation Kit	15 preps
	720202	RecoverEase DNA Isolation Kit	30 preps
	200600	Reference DNA Extraction Kit	35 samples
	400714	StrataClean Resin	3ml
	200391	Lambda DNA Purification Kit	25 mini-preps
	200392	Lambda DNA Purification Kit	50 mini-preps
	400771	StrataPrep PCR Purification Kit	50 rxns
	400775	StrataPrep 96 PCR Purification Kit	2 plate
	400766	StrataPrep DNA Gel Extraction Kit	50 rxns
	400768	StrataPrep DNA Gel Extraction Kit	250 rxns
cDNA Synthesis	200820	AccuScript High Fidelity cDNA Synthesis Kit	50 rxns
	600036	miRNA 1 st Strand cDNA Synthesis Kit	50 rxns
	600105	AffinityScript Multiple Temperature Reverse Transcriptase	10 rxns
	600107	AffinityScript Multiple Temperature Reverse Transcriptase	50 rxns
	600109	AffinityScript Multiple Temperature Reverse Transcriptase	200 rxns
	600089	AccuScript High Fidelity Reverse Transcriptase	50 rxns
	600090	AccuScript High Fidelity Reverse Transcriptase	200 rxns
	600559	AffinityScript qPCR cDNA Synthesis Kit	50 rxns
	200436	AffinityScript Multiple Temperature cDNA Synthesis Kit	50 rxns
Reference Reagents	300600	Alien qRT-PCR Inhibitor Alert	40 rxns
	300602	Alien Reference RNA FAM qRT-PCR Detection Kit	100 rxns
	300604	Alien Reference RNA VIC qRT-PCR Detection Kit	100 rxns
	750500	qPCR Human Reference Total RNA	25 µg @ 1 µg/µL
	750600	qPCR Mouse Reference Total RNA	25 µg @ 1 µg/µL

AccuScript High Fidelity Reverse Transcriptase, 50 rxns
600089

AffinityScript Multiple Temperature cDNA Synthesis Kit, 50 rxns
200436

Category	Part #	Description	Quantity
Purified Total RNA MVP Products	540059	Total RNA, Human Larynx, Squamous Cell Carcinoma	25 µg
	540017	Total RNA, Human Liver	
	540019	Total RNA, Human Lung	
	540021	Total RNA, Human Lymph Node	
	540093	Total RNA, Human MDA-MB-453 Cells	
	540055	Total RNA, Human, Omentum	
	540071	Total RNA, Human, Ovary	
	540023	Total RNA, Human, Pancreas	
	540127	Total RNA, Human, Partoid	
	540095	Total RNA, Human, PC-3 Cells	
	540147	Total RNA, Human, Penis	
	540025	Total RNA, Human, Placenta	
	540063	Total RNA, Human, Prostate, Hyperplasia	
	540197	Total RNA, Human, RAJI +/- PMA	
	540091	Total RNA, Human, RAJI Cells	
	540101	Total RNA, Human, RAJI Cells/PMA Treated	
	540069	Total RNA, Human, Rectum	
	540029	Total RNA, Human, Skeletal Muscle	
	540031	Total RNA, Human, Skin	
	540035	Total RNA, Human, Spleen	
	540037	Total RNA, Human, Stomach	
	540041	Total RNA, Human, Stomach Diseased	
	540061	Total RNA, Human, Stomach Matched Set	
	540049	Total RNA, Human, Testes	
	540141	Total RNA, Human, Thymus	
	540039	Total RNA, Human, Thyroid	
	540149	Total RNA, Human, Tongue	
	540145	Total RNA, Human, Trachea	
	540105	Total RNA, Human, U937 Cells	
	540201	Total RNA, Human, Umbilical Cord	
540043	Total RNA, Human, Uterus		
540051	Total RNA, Human, Vulva		

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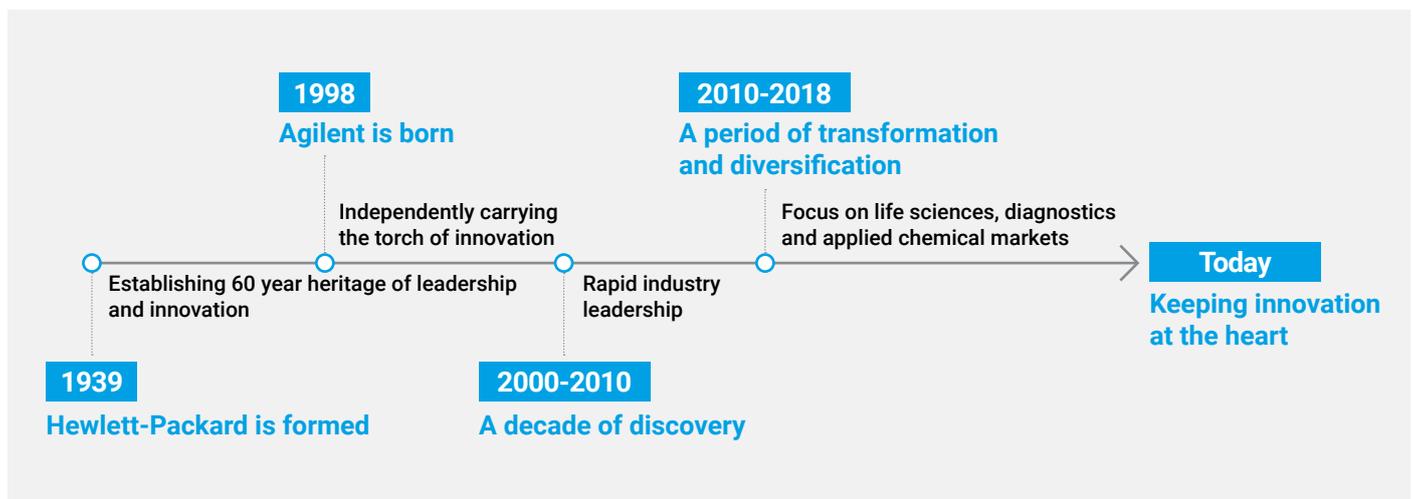
Agilent history/timeline

Inspiring Discoveries Since 1939

Agilent Technologies, a spin-off of Hewlett-Packard Company, broke records on Nov. 18, 1999 as the largest initial public offering (IPO) in Silicon Valley history.

The US \$2.1 billion raised from that IPO was a sharp contrast to the \$538 in working capital that Bill Hewlett and Dave Packard began with in 1938.

From a small garage in Palo Alto, California, to employees around the world serving customers in 110 countries, Agilent has a long history of innovation and leadership in the communications, electronics, semiconductor, test and measurement, life sciences and chemical analysis industries.



1939 - 1998: the Hewlett-Packard years

60-year heritage of leadership and innovation

Hewlett-Packard Company formed in **1939**, and focused on developing test and measurement products. In the **1960s** the company branched out into fields such as medical electronics and analytical instrumentation. In addition, the first gas chromatography (GC) was launched during this decade. This was then followed in the **1970s**, with the launch of the world's first mass spectrometer (MS) in **1976**.

1999: Agilent is born

Independently carrying the torch of innovation

Hewlett-Packard (HP) test and measurement (and related divisions) spin-off formed **Agilent Technologies**. Now a fully independent measurement company, Agilent was in position to lead the test and measurement industry into the 21st century with its innovation and excellence. **Agilent Research Laboratories (Agilent Labs)** is also formed to power the growth of Agilent Technologies through breakthrough science and technology, with the legacy of the program being retained since **1967** (known then as HP Labs).



2000s: rapid industry leadership

A decade of firsts

Following its successful IPO in **1999**, Agilent became a fully independent company focusing on high-growth markets in communications, electronics and life sciences. Recognized as an industry leader, Agilent topped the test and measurement worldwide market.

In **2004**, Agilent innovations enabled DNA microarrays to identify and locate genetic alterations that contribute to cancer and developmental disorders with greater precision, creating new applications in research and diagnostics. In the same year, Agilent acquired **Silicon Genetics**, a leading provider of software solutions for life science discovery, positioning Agilent to become a market leader in life science informatics.

Agilent introduced the E4898A Bit Error Ratio Tester (BERT) in **2006**, the first of its kind to operate at speeds of up to 100 Gb/s, enabling the development of next-generation optical receivers.

In **2009**, Life Sciences and Chemical Analysis (LSCA) separated into the **Chemical Analysis Group (CAG) and Life Sciences Group (LSG)**. Agilent then became comprised of three business groups - CAG, LSG, and Electronic Measurement (EMG). This change in structure reflected the growth opportunities of each business and supported Agilent's continued evolution as a leading bio-analytical company.

2010-2018: transformation and diversification

A focus on life sciences, diagnostics and applied chemical markets

A relentless customer focus and commitment to innovation, saw Agilent launch several transformative initiatives. In under a decade, Agilent accelerated growth and global reach with a steady record of industry leading acquisitions and continued to develop breakthrough innovations in the life sciences, diagnostics and applied chemical markets.

Agilent purchased **Varian, Inc.** in **2010**, where the majority of Varian's product lines joined Agilent's CAG, while the LSG gained key businesses, including nuclear magnetic resonance (NMR). This acquisition furthered Agilent's evolution toward becoming a global leader in bio-analytical measurement.

In **2012**, Agilent entered oncology diagnostics by acquiring **Dako**, a cancer diagnostics company headquartered in Denmark. This was the largest acquisition in Agilent's history and enabled Agilent to grow its diagnostics business and expand its role in life sciences. Approximately 1,000 Dako employees joined Agilent.

Two years later, in **2014**, Agilent achieved another industry first, with the world's first Q-TOF designed for Gas Chromatography (GC) – the 7200 series GC/Q-TOF. This development redrew boundaries of GC/TOF technology by delivering the highest detection selectivity and accurate molecular formula for structural confirmation.

The same year, Agilent completed the spinoff of its former electronic measurement business, **Keysight Technologies**, and was classified by Standard and Poors as a healthcare company.

Agilent Labs Key Developments

2000–2004

- **First** LC Chip-MS polymer microfluidic device for protein analysis
- **First** DNA microarray platform
- Synapsia informatics software

2005–2009

- **First-of-its-kind** E4898A Bit Error Ratio Test (BERT)
- SureSelect Target Enrichment System to advance sequencing
- 6220-Accurate-Mass (AM) TOF and 6520 AM QTOF LC-MS systems
- Array Comparative Genomic Hybridization (CGH) microarrays for genome-wide chromosomal analysis
- Expanded probe content for CGH microarrays
- Innovative chemistry and probe design for microarray-based microRNA profiling

2010–2014

- Inert Flow Path (IFP) components to extend GC performance
- Ion Mobility Quadrupole TOF system visualization software for precision measurement
- Microarrays for measuring coding and long non-coding RNAs together
- SureFISH probes, the next generation of fluorescent *in situ* hybridization (FISH) assays
- Extended chip-LC portfolio with the intro of mAb-glyco Chip Workflow improved performance and glycan analysis
- 6550 iFunnel quadrupole QTOF LC-MS system
- **First** GC-QTOF 7200 series
- Comparative genomic hybridization microarrays for alternative means of genome-wide screening
- GeneSpring 12.0+ Pathway Analysis software suites for intuitive statistical data analysis and visualization

Agilent completed the acquisition of **Seahorse Bioscience** in **2015**, an industry leader in tools for measuring cell metabolism, complementing Agilent's leading separations and mass spectrometry solutions, in particular for metabolomics and disease research in pharma.

In **2016**, Agilent introduced transformational technology for GC with the launch of Intuvo 9000 GC System, that enabled laboratories meet operational, scientific and financial goals.

In the same year, continuation of business acquisitions expanded Agilent's offerings, with the acquisition of **Multiplicom N.V.**, a leading European diagnostics company with state-of-the-art genetic testing technology, and products to enhance next-generation sequencing workflow capabilities. Agilent also acquired **iLab Solutions**, a leader in cloud-based laboratory management software that enables robust and scalable laboratory solutions.

One year later in **2017**, Agilent announced the launch of the revolutionary Triple Quadrupole Mass Spectrometer (Ultivo Triple Quadrupole LC MS), which is 70% smaller than its predecessor, but with equal or better performance.

In **2018** Agilent acquired a record number of high profile businesses to expand opportunities and help customers grow, including **Cobalt Light Systems**, to provide state-of-the-art raman spectroscopy technology across the pharmaceutical industry, applied markets and public safety, and **Advanced Analytical Technologies, Inc.**, to offer technology advances in genomics, metabolomics, and proteomics.

Agilent today

Keeping innovation at the heart

Agilent is a global leader in life sciences, diagnostics and applied chemical markets. With more than 50 years of insight and innovation, Agilent instruments, software, services, solutions, and people provide trusted answers to its customers' most challenging questions.

Agilent's culture is based on innovation; trust, respect and teamwork; and uncompromising integrity. Added to these traits are speed, focus and accountability to meet customer needs and create a culture of performance that draws on the full range of people's skills and aspirations. Agilent is regularly recognized by external organizations for its culture as well as its practices around processes and people.

For further information about the history of Agilent visit www.agilent.com/about/companyinfo/history

For further information about Agilent Research Labs visit www.agilent.com/labs

2015–2017

- CRISPR single guide RNAs for functional genomics screening
- CRISPR guide RNAs incorporated into customer-facing Genomics Sure Design sequence design tools
- 7250 GC-QTOF system
- Transformative control software for QTOF MS
- MS for biopharmaceutical impurity analysis
- Intuvo GC system
- VistaFlux Software for fast metabolomics flux analysis
- Ultivo Triple Quadrupole LC/MS

Agilent Fact Sheet

At a Glance:

President and CEO: Mike McMullen

Headquarters: Santa Clara, California

Number of Employees: Approximately 16,300

NYSE: A

Total Market Profile:

Global Leader in Life Sciences, Diagnostics and Applied Markets

- Market size¹: \$58 billion

Key Platforms:

- Liquid and gas chromatography
- Mass spectrometry
- Spectroscopy
- Genomics and diagnostics
- Consumables, services and software

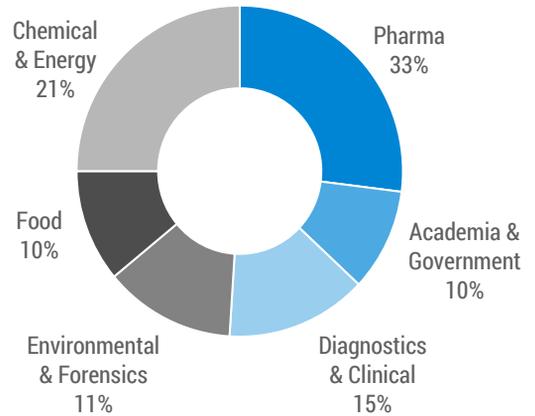
Growth Drivers:

- Food and water quality
- Rising energy demands
- Healthy and aging population
- Emerging economies

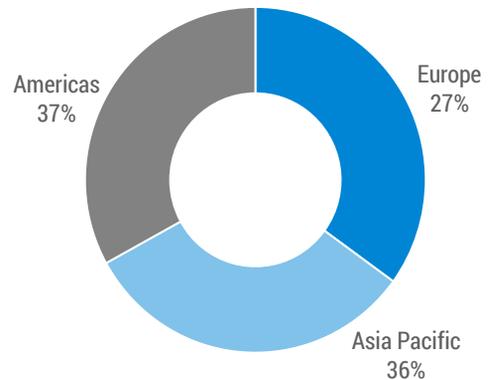
FY20 Financial Stats:

- Revenues: U.S. \$5.3 billion + 1% core growth^{3,4}
- Adjusted operating margin²: 23.5%⁴ of revenue

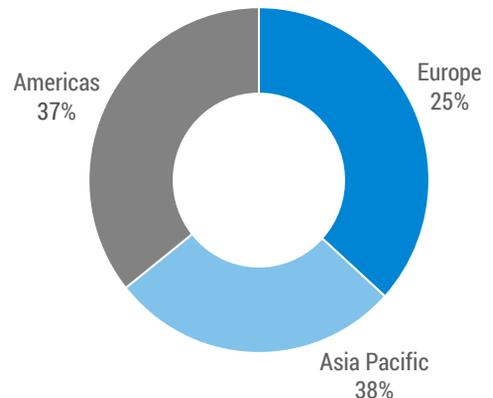
Revenue Mix by End Market



Revenue by Geography



Headcount by Geography



January 2021

1. Total Available Market. Market size per Company estimates.

2. FY20 Revenue

3. Core growth is reported growth adjusted for the effects of acquisitions and FX.

4. Presented on a non-GAAP basis, reconciliations to closest GAAP equivalent provided.



Agilent Technologies

Pricing Page

CRFQ AGR2200000015					
Item No.	Description	Model #/Brand Name	Quantity	Unit Price	Extended Amount
1	Real-Time PCR System w/ Notebook Computer including Software	G8830A Agilent AriaMX Real-Time PCR Base Instrument	2	\$23,492.00	\$37,587.20
2	FAST 96 Well RNASE P Verification Plate -Equivalent SYBR Quantification Plate Kit	5190-7708 SYBR Quantification Plate Kit	2	\$226.00	\$361.60
3	Optical Adhesive Covers	401492 AriaMx Adhesive Seals	2	\$199.00	\$318.40
4	FAST 96 WELL Hardshell Plate	401490 AriaMX 96 Well Plates, Skirted, LP	2	\$226.00	\$361.60
5	Shipping and Handling	Included	1	\$0.00	\$0.00
Failure to use this form may result in disqualification				GRAND TOTAL	\$38,628.80

Bidder / Vendor Information		
Name:	Agilent Technologies, Inc.	
Address:	2850 Centerville Road	
	Wilmington, DE 19808	
Phone:	1-800-227-9770	
Email Address:	LSCABIDS@AGILENT.COM	
Authorized Signature:		