



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

State of West Virginia
Contract

Order Date: 09-12-2025

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 1400 1400 AGR2600000001 1	Procurement Folder:	1714553
Document Name:	READ Equipment - HPLC System with DAD & RI Detectors	Reason for Modification:	
Document Description:	READ Equipment - HPLC System with DAD & RI Detectors		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Larry D McDonnell		
Telephone:	304-558-2063		
Email:	larry.d.mcdonnell@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2025-09-30
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-09-29

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000186851	Requestor Name:	Joshua L Arbaugh
THERMO ELECTRON NORTH AM LLC		Requestor Phone:	304-558-2212
PO BOX 742775		Requestor Email:	jarbaugh@wvda.us
ATLANTA	GA	2026 FILE LOCATION _____	
US	303742775		
Vendor Contact Phone:	15616888721		
Extension:			
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

INVOICE TO	SHIP TO
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV 25305-0173 US	AUTHORIZED RECEIVER 304-558-2227 AGRICULTURE DEPARTMENT OF REGULATORY PROTECTION DIVISION 313 GUS R DOUGLAS LN, BLDG 11 CHARLESTON WV 25312 US

CR 9-18-25

Purchasing Division's File Copy

Total Order Amount: \$118,907.49

PURCHASING DIVISION AUTHORIZATION

DATE: *T. W. 9/18/25*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *9-25-25*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Thermo Electron North AM, LLC, agrees to enter with the agency, West Virginia Department of Agriculture to provide high-performance liquid chromatography (HPLC) system with a diode-array detector (DAD) and refractive index detector with maintenance, support, and calibration per terms and conditions, specifications, Addendum 01 published on 7/14/2025, and the vendor's bid dated 07/16/2025, incorporated herein by reference, and made a part of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	41115707	0.00000		0.000000	\$118,907.49
Service From	Service To	Manufacturer		Model No	
2025-09-30	2026-09-29				

Commodity Line Description: HPLC System with Diode-Array and Refractive Index Detectors

Extended Description:

See attached documentation and pricing page for further details.

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): West Virginia Department of Agriculture

Vendor: Thermo Electron North America LLC

Contract/Lease Number ("Contract"): CCT 1400 AGR26*01

Commodity/Service: HPLC System with Diode-Array and Refractive Index Detectors

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – 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 licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. 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.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia Dept of Agriculture

By: *Amie Minor*
Amie Minor (Sep 11, 2025 15:39:15 EDT)

Printed Name: Amie Minor-Richard

Title: Deputy Commissioner

Date: Sep 11, 2025

Vendor: Thermo Electron North America LLC

By: *Dawn Konieczko*

Printed Name: Dawn Konieczko

Title: Contracts Coordinator

Date: September 10, 2025

Alan Clemens

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000 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.

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

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

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

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

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

(email address) CMDAmericasbids@thermofisher.com

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

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

Thermo Electron North America LLC

(Company)

Vilma L

Negron:A0109B30000019331D5190D0000052D

Digitally signed by Vilma L

Negron:A0109B30000019331D5190D0000052D

Date: 2025.09.10 15:42:39 -04'00'

(Signature of Authorized Representative)

Vilma Negron, Proposal Specialist Team Lead

(Printed Name and Title of Authorized Representative) (Date)

Tel: 561-688-8721 Fax: 412-200-6542

(Phone Number) (Fax Number)

CMDAmericasbids@thermofisher.com

(Email Address)

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

Note: If you are purchasing analytical instruments such as chromatography, mass spectrometry, trace elemental analysis and/or lab automation products and related services from Thermo Electron North America LLC, whose name would appear on your order documents as the Seller, and your quotation for these products and services contains a link to Terms and Conditions of Sale for Products and Services, these are the terms apply to your order.

1. **GENERAL.** Thermo Electron North America LLC ("**Seller**") hereby offers for sale to the buyer named on the face hereof ("**Buyer**") the products ("**Products**") and/or annual support plans ("**Support Plan(s)**") and billable services ("**Technical Support**") [Support Plans and Technical Support may be referred to collectively as "**Services**"] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("**Agreement**"). Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's standard prices in effect at the time of shipment of Products or delivery of Services. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions that are not part of Seller's original quotation. Unless otherwise stated in the quotation, the quoted rate for Technical Support includes Work Time, Travel Time and Standby Time in accordance with the following

schedule and conditions; except that Technical Support requested without at least seven (7) days advanced notification shall be subject to airfare charges in addition to the Standard Rate.

(a) Work Time – shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates.

(b) Travel Time – shall include the time spent by Seller's service personnel in traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Except as otherwise stated in the Services quotation, Travel Time will be invoiced per diem at the applicable Travel Zone rates in Seller's standard service list prices. Air travel and car hire related expenses will be charged in addition to the daily rate at cost plus a 10% administration fee.

(c) Standby Time – shall include the time that Seller agrees in writing, at its sole discretion, to reserve its service personnel to be ready to perform work for the Buyer, whether on the job site or not, up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., local standard time on Saturdays, Sundays and holidays. Standby Time shall be paid for at the special rates quoted by Seller at the time of Buyer's request or, if none, at the current Double Time Rate; and Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

(d) Standard Rate – the Service rate quoted by Seller that shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday (excluding Seller's holidays), between 8:00 a.m. and 5:00 p.m. local standard time.

(e) Overtime Rate – if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m. local standard time; but not exceeding sixteen (16) hours per day, Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.

(f) Double Time Rate – the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.

3. TAXES AND OTHER CHARGES. Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. TERMS OF PAYMENT. Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may require payment in advance. Buyer will grant a security interest in the Products sold under this Agreement until payment of the full purchase price to Seller in accordance with Article 9-103 of Uniform Commercial Code-Secured Transactions. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.

5.A. PRODUCT DELIVERY. All Products will be shipped to the destination specified by Buyer, FCA (INCOTERMS 2010) at OEM shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may include points outside the United States (U.S.) (inquire for specific shipping point information). Notwithstanding specified INCOTERMS, Seller shall select carrier on Buyer's behalf and Seller agrees to arrange transportation of Products to Buyer's destination, and to act as the importer of record on behalf of Buyer to clear the Products through U.S. customs. All freight, taxes,

duties and insurance, if any, charges shall be prepaid and added to Buyer's invoice. Seller may, at its election, make partial shipments of the Products and invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part and/or terminate any Services, if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Seller's termination of Services will not relieve Buyer's obligation to pay all amounts due for Services provided by Seller prior to the termination date. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay.

5. B. CANCELLATION OR CHANGES BY BUYER If Buyer requests that Seller delay delivery of Products for any reason, Seller may place Products in storage at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller. Before returning any item, contact Seller's Order Administration Department for a Return Material Authorization (RMA) number at (800) 532-4752. Buyer may need to complete an RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form. If authorized by Seller, Buyer must return items to Seller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge.

Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule of any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including, Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may

be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.

6. DELIVERY OF SERVICES. Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's holidays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's facility, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, to the address set forth on the face hereof or such different address as Seller may from time to time provide to Buyer. After Seller completes the Services, or has made a determination that the products are beyond repair, Seller may, at its option, either advise Buyer to scrap the Products or to have the Products shipped, postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery will be made at Buyer's expense. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services; and subject to compliance with Buyer's reasonable security requirements, will allow Seller free access to all relevant equipment, documentation and records. In addition, Buyer will cooperate with Seller's efforts to perform the Services and will provide such additional assistance as Seller may reasonably request. At the completion of the Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.

7. TITLE AND RISK OF LOSS. Notwithstanding the transport terms indicated above, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier at the time and place of shipment; provided, however, that title to any software incorporated within or forming a part of the Products will at all times remain with Seller or the licensor(s) thereof, as the case may be. All risk of loss or damage to Buyer's products being transported for Services shall remain with Buyer during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.

8. **WARRANTIES.** Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "**Warranty Period**"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for Technical Support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE

PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION.

9.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("**Indemnified Items**") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND

BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

9.2 By Buyer. Buyer will indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors;

(ii) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software licensed hereunder solely for Buyer's own internal business purposes on its hardware Products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware Products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon

termination of this license, to immediately stop using all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller or may be stand-alone software products, which Buyer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such software, which are exclusively provided in the applicable EULA.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that the provision by Seller of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by Seller or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require Seller or Buyer to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Seller shall not be liable to Buyer for any delay or failure to obtain the licenses or approvals that Seller reasonably believes are necessary. Buyer shall comply with all applicable export laws and regulations. Buyer shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any Item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization

who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer agrees not to use any supplied Item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket systems or missile systems, or restricted military purposes. Buyer will, on request (i) promptly provide written information correctly identifying the end user and end use of any Items (including any information as it may relate to a subsequent transfer of such Items by Buyer); and (ii) cooperate fully with Seller in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. Buyer will ensure that the Buyers and end users to whom Buyer re-sells or transfers the Items agree in writing to the provisions of this Section and Buyer covenants to use its best efforts to enforce such provisions against Buyers and end users. Buyer shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives. In addition, failure of Buyer to comply with this Section shall be a material breach of this Agreement and shall entitle Seller to immediately terminate this Agreement. Seller shall be entitled to terminate this Agreement without prior notice if such termination is necessary in order to comply with applicable export laws and regulations.

13. SUPPORT PLAN TERMS AND CONDITIONS.

A. General. In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof as covered under a Support Plan ("**Covered Equipment**") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "**Support Service(s)**"). The Support Services will only be valid for Covered Equipment within the Region covered by the Plan (e.g. 48 contiguous U.S.), Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("**Normal Hours**") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the

exclusive right to determine the assignment of its employees in the performance of Support Services.

B. Term. (a) The Support Plan will begin and remain effective for the period of time stated on the face hereof ("**Term**"). To renew the Support Plan, Buyer must sign a Renewal Service Agreement accompanied by a purchase order prior to the expiration of the current Term ("**Renewal**"), which shall also be subject to the terms and conditions of this Agreement. Either party may terminate a Support Plan for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if a Support Plan is cancelled, Seller will charge Buyer for the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Support Plan from its effective date until the cancellation date or the prorated price of the underlying Support Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Support Plan. In the event Buyer prepaid the Support Plan fees in full and a credit balance exists for the underlying Support Plan, Seller will provide a credit or refund the amount remaining to Buyer.

C. Pricing and Pricing Assumptions. Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. Parts and Consumables: The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. Key Operator: Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

G. Support Services Warranty: Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

H. Support Plan Exclusions: The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

(a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts: (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure

events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.

(b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;

(c) Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;

(d) Beta-site support;

(e) Service calls made to train operators; and/or

(f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity, vibration, dust, etc.) or site computer/data network problems or integrity.

I. Buyer Responsibilities: Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third party communication equipment and media as needed for the performance of Support

Service under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.

14. INSURANCE. For the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by “BEST” rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers’ compensation and employer’s liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). No policy will include a waiver of subrogation. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.

15. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish ‘Safe Harbor’ for discounts. Buyer may make written request for additional information from Seller as needed to satisfy Buyer’s reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller’s agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

16. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the County of Suffolk, Massachusetts U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating

to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, software and/or Services, they are not approved medical devices and are intended by Seller to be for "Research Use Only" as defined by the U.S. Food and Drug Administration regulations and is not to be used for any illegal or unapproved regulatory purposes, including without limitation, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (g) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (i) Seller may, in its sole discretion, provide (I) applicable Product training to Buyer or its employees, or (II) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees to distribute any such samples to patients for patient use or, if not so distributed, to return them to Seller. Buyer may not use the samples to provide care to patients and must not bill any patients or third party payers when Buyer dispenses the samples. (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created,

developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof)

Updated November 14, 2024

SUPPLEMENTAL TERMS FOR CHROMELEON SOFTWARE

These Supplemental Terms for Chromeleon Software combined with the above Terms and Conditions of Sale for Products and Services and comprise the Agreement between Buyer and Seller for Chromeleon software and related services. In the event of a conflict among the documents, the following order will apply: Seller's quotation, these Supplemental Terms, and then the Terms and Conditions of Sale for Products and Services.

1. **DEFINITIONS.** The below definitions are applicable solely to these Supplemental Terms:

(a) “Deliverable” means materials, excluding Licensed Software and Licensed Material, delivered to Buyer by Seller pursuant to an order for Professional Services as specifically set forth in a SOW.

(b) “Licensed Material” means any and all end-user, programmer and help desk material and documentation, in whatever form or medium, to assist Buyer in the understanding, application, capability, maintenance, use or access of the Licensed Software and Deliverables, which material and documentation are actually delivered to Buyer by Seller pursuant to this Agreement, together with any new versions, releases, updates, enhancements, improvements, substitutions, replacements, modifications, error corrections and problem solutions for such material and documentation which are provided to Buyer through optional Maintenance pursuant to Section 3 below.

(c) “Licensed Software” means each computer software program, in whatever form or medium, listed on a quotation and actually delivered to Buyer by Seller pursuant to this Agreement, together with any new versions, releases, updates, enhancements, improvements, substitutions, replacements, modifications, error corrections and problem solutions for such program which are provided to Buyer through optional Maintenance pursuant to Section 3 below, without regard to changes in the name, number or packaging of such software program; provided, however, that Licensed Software shall specifically exclude any modification, enhancement or update relating to new features or other functionality which is marketed by Seller as a separate product.

(d) “Maintenance” means optional maintenance and support services provided to Buyer by Seller pursuant to Section 3 below.

(e) “Products” means the Licensed Software, Licensed Material, Hardware and Third-Party Products provided to Buyer by Seller under this Agreement.

(f) “Professional Services” means implementation, customization, consulting and any other professional services to be provided by Seller to Buyer from time to time pursuant to

the terms of this Agreement as specifically set forth in a SOW (or other document agreed by Buyer and Seller).

(g) “Representative” means any of a party’s directors, officers, employees and agents.

(h) “Services” means Maintenance, Training and Professional Services provided by Seller to Buyer pursuant to Section 3 below.

(i) “Source Code” means a version of the Licensed Software that is written in a common programming language and is intended to be human-readable.

(j) “SOW” means a Statement of Work or similar document entered into by the parties which describes Services to be provided by Seller.

(k) “Training” means training services as provided by Seller to Buyer pursuant to Section 3 below.

2. LICENSE GRANT.

2.1 Grant. Subject to the terms and conditions of the Agreement including these Supplemental Terms, Thermo Fisher hereby grants to Buyer, and Buyer hereby accepts from Seller, a non-exclusive, non-transferable (except according to the terms of this Agreement), fully paid license to use and access the Licensed Software and Deliverables (and their corresponding Licensed Material) which are identified in a quotation or in a SOW or other document agreed by the parties (the “License”). The License granted herein expressly incorporates the additional terms and conditions, such as but not limited to the Initial Term, type of license, and number of permitted users, if applicable, as set forth on a quotation or in a SOW (or other document agreed by the Parties). In the absence of a specified license term on any quotation, the term of the license shall be deemed to be annual. Changes in the terms of the License, including without limitation, a change in the maximum number of

permitted users, shall not take place without the express written permission of Seller and shall be subject to any change limitations set forth in this Agreement or issued by Seller.

2.2 Copies. Subject to the terms and conditions of the Agreement and the quotation hereto, Buyer may execute one copy of the Licensed Software for the sole purpose of back-up (disaster recovery) support.

2.3 Restrictions. Buyer expressly acknowledges that it shall not, and shall not permit any Representative to, directly or indirectly, (a) use, access, copy, or distribute any Licensed Software, Licensed Material, Deliverable or any derivative works thereof; (b) copy, distribute, or disclose any Licensed Software, Deliverable, Licensed Material, or any derivative works thereof, except to Buyer and its Representatives within the applicable scope and other applicable terms and conditions of the License; (c) sell, lease, sublicense, grant any rights in, or otherwise offer, provide or make any Licensed Software, Deliverable, Licensed Material, or any derivative works thereof available to anyone for reference, use, access or other application, except as expressly permitted in this Agreement; (d) alter or remove any copyright, trademark, or other protective or proprietary notices contained in or on any portion of the Licensed Software, Deliverables, Licensed Material or any derivative works thereof; or (e) modify, translate, reverse-engineer, decompile, or disassemble the Licensed Software or Deliverables, or create derivative works based on any portion of the Licensed Software, Deliverables or Licensed Material, except as expressly permitted by this Agreement or agreed by the Parties in writing.

2.4 Ownership. Buyer acknowledges that the Licensed Software, Deliverables, Licensed Material, any updates, upgrades, enhancements, improvements, or modifications thereof, any copies or derivative works thereof (made by Buyer or otherwise and including without limitation translations, compilations and partial copies with modifications and update works), and all patent, copyright, trade secret, trademark and other proprietary rights therein, as well as any tools, utilities, methodologies, design concepts, techniques, knowledge or know-how owned, used or developed by Seller or its suppliers or resulting from Seller's performance of the Services, are and shall remain the property of Seller or its suppliers.

2.5 License Transfer Fee. In the event of a transfer of the Licensed Software to an unrelated third party ("Transferee") pursuant to a change of control of Buyer (whether by merger, equity purchase, a sale of all or substantially all of the assets of Buyer or like transaction), such transfer shall be conditioned upon execution of a license agreement by Transferee and payment by Transferee of (i) a Transfer Fee equal to fifty (50%) percent of the then current list price for the Licensed Software to be transferred and (ii) in the event Maintenance was discontinued with respect to the Licensed Software to be transferred, payment of all back Maintenance Fees due for the period of discontinuance, in addition to paying the current year's Maintenance Service Fees in advance, such current year to commence upon the effective date of the transfer.

3. SERVICES.

3.1 Maintenance. Seller shall, subject to the terms and conditions of this Agreement, provide Maintenance for the Licensed Software in accordance with the Maintenance program terms set forth at https://support.ThermoFisherinformatics.com/info/File_20728.pdf. Each year, the non-refundable Maintenance Fee will be equal to the amount set forth in the quotation, subject to annual increase, such increase not to exceed the lesser of (a) 5% or (b) the percentage increase in the US Consumer Price Index (All Urban Consumers- Other goods and services, Unadjusted) for the preceding calendar year. If Buyer elects not to obtain Maintenance for the Licensed Software as provided hereunder at any time, or if such service is terminated or lapses pursuant to the terms of this Agreement, Buyer may continue to use and access the Licensed Software pursuant to the License granted hereunder but will not be entitled to receive any related Maintenance therefor. Buyer may elect to reinstate such Maintenance once inactive by paying all Maintenance Fees for the cumulative periods during which Maintenance was available hereunder but inactive.

3.2 Professional Services. Buyer may request Seller to perform Professional Services. Professional Services, and any Deliverables, shall be described in a quotation and/ or a SOW and shall be provided for the Fees set forth in a quotation and/or a SOW.

3.2 Training. Buyer may purchase Training, as described in a quotation and/or a SOW, from Seller with respect to the Licensed Software and, if applicable, the Deliverables, for the Fees set forth in the quotation and/or a SOW.

Updated February 6, 2024

Maintenance and Support Terms

The Maintenance and Support terms set forth herein apply only to Thermo LabSystems Inc.'s ("LICENSOR") core, standard, out-of-the box products licensed to you ("LICENSEE") and do not apply to any customizations to such products or to any specialty, third-party or customized products. The terms and conditions contained herein may be updated by LICENSOR at any time for any reason .

For the purpose of this document, "Errors, Defects, and Omissions" means and include deviations within the Licensed Software which prevent its successful operation in accordance with its specifications set forth in the Licensed Material. The Maintenance provisions of this Agreement shall specify, among other things, LICENSOR's obligations with respect to the following types of Errors, Defects, and Omissions:

☐ "Critical Error" means an Error, Defect, or Omission which causes the Licensed Software to be unusable.

☐ "High Impact Error" means an Error, Defect or Omission which has a material adverse impact on LICENSEE's ability to use the Licensed Software.

☐ "Other Error" shall mean an Error, Defect, or Omission which is not a Critical Error or a High Impact Error.

(i) Election to Receive Maintenance. In the event LICENSEE elects to receive Maintenance (the term of which shall be one (1) year commencing upon the license of the Licensed Software and shall be automatically renewed for additional one (1)-year terms unless LICENSEE notifies LICENSOR in writing sixty (60) days prior to the end of the Maintenance term of LICENSEE's intention not to renew), LICENSOR shall, subject to the terms and conditions of this Agreement, provide the maintenance service described below ("Maintenance") for the Licensed Software.

(ii) Lapsed Maintenance Service and Reinstatement. If LICENSEE elects not to obtain Maintenance for the Licensed Software as provided hereunder , or if such service is terminated or lapsed pursuant to the terms of this Agreement, LICENSEE may continue to Use and Access the Licensed Software pursuant to the License granted hereunder but will not be entitled to receive any related Maintenance therefor. LICENSOR, at its sole option, may permit LICENSEE to reinstate such Maintenance once inactive by paying (1) all Maintenance Fees for the cumulative periods during which Maintenance was available hereunder but inactive and (2) Maintenance Fees for the new one-year term at the then applicable rate.

(iii) Maintenance Service. Upon LICENSEE's payment for Maintenance as specified on the related Maintenance invoice, LICENSOR shall provide the following Maintenance for the Licensed Software:

(1) Correction, to the extent commercially reasonable, of any Errors, Defects or Omissions in the Licensed Software which cause it not to operate in accordance with its specifications as set forth in the Licensed Material, in the following priority:

☐ in the event of a Critical Error, immediately initiate remote diagnostics and troubleshooting techniques within the initial response time and, in the event no work-around or solution to the functional Error results, promptly engage LICENSOR's Development group to attempt to create an Error solution for provision to LICENSEE and inform LICENSEE of the resolution plan and status;

☐ in the event of a High Impact Error, immediately initiate remote diagnostics and troubleshooting techniques within the initial response time, attempt to resolve the Error through replication and, in the event no work-around or solution to the functional Error results, promptly engage LICENSOR's Development group to attempt to create an Error solution for provision to LICENSEE and inform LICENSEE of resolution plan and status;

☐ in the event of an Other Error that disables functionality of the Licensed Software, attempt to resolve the Error through replication and, in the event no work-around or solution to the Error results, forward the Error to LICENSOR's Development group to attempt to validate, categorize and prioritize the Error with others reported by customers of the Licensed Software for the creation of a solution, provided either separately or as part of a Licensed Software update or revision as determined by LICENSOR;

☐ in the event of an Other Error that that does not adversely affect the functionality of the unaltered Licensed Software in its current release, or that contemplates an enhancement or update to the functionality of the current release of the Licensed Software, in each case as reasonably determined by LICENSOR, give reasonable consideration to accommodating such performance enhancement request in upcoming releases and updates to the Licensed Software available under its Maintenance.

(2) Provision of support service, from 8:30 a.m. to 5:00 p.m. (local support center time) Mondays through Fridays, excluding holidays. If LICENSEE has purchased LICENSOR's 24/7 Critical Maintenance and Support plan, support service with respect to Critical Errors shall be available 24 hours a day, seven days a week, including holidays. LICENSOR will acknowledge and respond within four (4) business hours to any problem reported by LICENSEE. If LICENSEE has purchased LICENSOR's 24/7 Critical Maintenance and Support plan, LICENSOR will acknowledge and respond within two (2) hours with respect to Critical Errors. LICENSEE may access standard support during local business hours in local time zones and, in the event of an issue arising during off hours for LICENSEE's local support center, LICENSEE may use LICENSOR's global support locations to resolve issues in a timely manner. Local support desks may route support incidents to other support desks where appropriate to provide support to LICENSEE outside local business hours (this approach is referred to as "Follow the Sun" support service). Utilizing Follow the Sun support service may not result in improved response times.

(3) Notification and provision to LICENSEE of new versions, releases, updates and enhancements to the Licensed Software as they are developed and released by LICENSOR, including update solutions for known Errors, Defects and Omissions in the unaltered Licensed Software, applicable LICENSEE/server upgrades, and related updates to the Licensed Material, in each case limited to such updates or enhancements relating to the speed, efficiency or ease of operation of the Licensed Software and specifically excluding any modification, enhancement or update relating to new features or other functionality or marketed by LICENSOR as a separate Licensed Software computer program.

(iv) Maintenance at LICENSOR or LICENSEE Facilities. LICENSOR may provide Maintenance at LICENSOR's facilities. If no resolution can be made to correct Critical or High Impact Errors, Defects, or Omissions in the Licensed Software at LICENSOR's facilities, then upon request by LICENSEE, LICENSOR will attempt to resolve such problem at LICENSEE's Operating Facilities, and, in such event, LICENSEE agrees to provide LICENSOR reasonable access to the designated LICENSEE Operating Facilities, reasonable LICENSEE user support to assist LICENSOR in correcting any such Errors, Defects or Omissions. In the event that the Error, Defect or Omission is reasonably determined by LICENSOR not to be within the unaltered Licensed Software, then LICENSEE will reimburse LICENSOR for reasonable time and materials, in addition to reasonable travel expenses, related to such Maintenance.

(v) LICENSEE Maintenance Service Obligations. While Maintenance is in effect, LICENSEE: (1) shall provide LICENSOR with a list of authorized LICENSEE Representatives serving as LICENSEE's Maintenance contact personnel, which shall be kept current by updating not more than quarterly; and (2) shall implement updates, revisions, new releases or successor programs to the Licensed Software that LICENSOR provides at no additional charge to all its Maintenance customers for such program, such that LICENSEE has installed a version of Licensed Software released within the prior five (5) year period. If LICENSEE's installed version of the Licensed Software was released more than five (5) years earlier, then following the expiration of the LICENSEE's current Maintenance renewal term, LICENSOR shall have no Maintenance obligations with respect thereto and may, at its option, decline to offer any further renewals of such Maintenance service to LICENSEE.

(vi) Hardware. LICENSOR's Maintenance and Support program for hardware provided by LICENSOR to LICENSEE covers replacement or repair, in LICENSOR's discretion, of any hardware component that fails to operate in accordance with specifications due to defect or ordinary wear and tear. In the event LICENSEE has subscribed to Maintenance and Support for hardware and requires servicing for a hardware component, LICENSEE shall contact LICENSOR's Maintenance and Support representative to obtain a service authorization number. The Maintenance and Support representative will issue an authorization number to LICENSEE and provide LICENSEE with instructions for shipment of the component (at LICENSEE's cost) to LICENSOR for servicing. LICENSOR in its sole discretion will then repair or replace any hardware component which does not operate in accordance with component specifications and return the repaired or new component to LICENSEE.

LICENSOR's obligation to maintain and service hardware components shall not apply to:

1. Components that are consumables (e.g., bulbs, belts, etc.).
2. Damages arising from catastrophic events including, but not limited to, theft, fire, flood, or other acts of nature.
3. Components which have been modified in any way by the LICENSEE, or third-parties contracted by the LICENSEE, without LICENSOR's written consent.
4. Components that fail as a result of the installation and/or integration of hardware by the LICENSEE or third-parties contracted by the LICENSEE.
5. Components that fail as a result of abuse or neglect by LICENSEE.

If LICENSOR establishes, in its reasonable discretion, that: (i) no problem existed; or (ii) the problem resulted from any of the circumstances described above, then LICENSOR shall invoice LICENSEE for LICENSOR's reasonable services in investigating or correcting the problem at LICENSOR's then-current rates for such services. If there has been any lapse in Maintenance and Support coverage for hardware and LICENSEE desires to renew coverage, LICENSOR reserves the right to inspect the hardware at LICENSEE's cost before agreeing to renew coverage.

REQUEST FOR QUOTATION
HPLC System with DAD & RI Detectors
CRFQ AGR26*01

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Agriculture to establish a contract for the one-time purchase of a High-Performance Liquid Chromatography (HPLC) system with a Diode-Array Detector (DAD) to analyze cannabinoids in hemp products and a refractive index detector (RI) to check for adulterated honey and syrup. The HPLC-DAD-RI must include a workstation and all supplies necessary to connect the instrument along with shipping, installation, and warranty.
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 the Temperature/Humidity Monitoring System; which includes probes, cables, modules and software, shipping, installation, warranty, calibration service, support, and maintenance as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in 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 **“Deliverables”** means all items being purchased through this RFQ.
 - 2.5 **“Maintenance Plan”** means routine service conducted by the vendor that is recommended to keep the instrument fully operational.
 - 2.6 **“PSI”** means pounds per square inch.
 - 2.7 **“μL”** means microliter.
 - 2.8 **“AU”** means absorbance units.
 - 2.9 **“nRIU”** means nano-refractive index units.
 - 2.10 **“Warranty”** means the written warranty of the manufacturer of a new instrument of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under that warranty.
 - 2.11 **“Service”** means performing routine maintenance work or repair to the instrument or software.

REQUEST FOR QUOTATION
HPLC System with DAD & RI Detectors
CRFQ AGR26*01

3. GENERAL REQUIREMENTS:

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

3.1.1 High-Performance Liquid Chromatography System (HPLC)

3.1.1.1 HPLC must have two completely independent flow paths capable of running different mobile phases, column temperatures and detectors simultaneously.

3.1.1.2 Pump(s)

3.1.1.2.1 The pump(s) must have an over pressure limit setting.

3.1.1.2.2 The pump(s) must have an under-pressure limit setting.

3.1.1.2.3 The pump(s) must be able to detect leaks.

3.1.1.2.4 The pump(s) must be capable of solvent degassing.

3.1.1.2.5 The pump(s) must have a piston seal wash.

3.1.1.2.6 The pumps must be able to handle a psi of 15,000 at 5mL/min.

3.1.1.2.7 The pump(s) must have a flow range of a minimum 0.001 mL/min to maximum 8.0mL/min.

3.1.1.3 Autosampler

3.1.1.3.1 The autosampler must have two independent injection valves.

3.1.1.3.2 Autosampler must have a temperature range of 4°C or lower and a high temperature of 40°C or higher.

3.1.1.3.3 The injection volume must have a minimum range of 0.01 µL to 100µL.

3.1.1.3.4 The autosampler tray must have a capacity of 200 vials (1.5 or 2mL in size) at a minimum.

3.1.1.4 Column Oven

3.1.1.4.1 The HPLC-DAD-RI system must have at a minimum two column ovens which have individual temperature controls.

REQUEST FOR QUOTATION
HPLC System with DAD & RI Detectors
CRFQ AGR26*01

3.1.1.4.2 The column oven must have a temperature range of 5°C or lower to 120°C or higher.

3.1.1.5 Diode Array Detector (DAD)

3.1.1.5.1 The DAD must have a 1024 photodiode array or better.

3.1.1.5.2 The DAD range must be 190nm to 800nm at a minimum with a minimum wavelength accuracy of ± 1 nm.

3.1.1.5.3 The DAD Spectral bandwidth resolution must be 0.5nm or better.

3.1.1.5.4 The DAD baseline noise must be ≤ 3 uAU

3.1.1.5.5 The DAD drift must be ≤ 0.5 mAU/hr

3.1.1.5.6 The DAD must have 10 Data Channels at a minimum.

3.1.1.5.7 The DAD light source must be a deuterium lamp

3.1.1.6 Refractive Index Detector (RI)

3.1.1.6.1 The detector must have a refractive index range of 1.00 to 1.75 or broader.

3.1.1.6.2 The RI noise must be ≤ 1.25 nRIU

3.1.1.6.3 The RI's drift must be ≤ 0.2 uRIU/h

3.1.1.6.4 The RI must have a temperature range of 30°C or lower and a high temperature of 55°C or higher.

3.1.2 Shipping

3.1.2.1 The bidder must explain the details of its proposed packaging sizes for the deliverable(s). Vendor should provide details with their bid response but must provide upon request.

3.1.2.2 Shipping fees must be incorporated into the unit price of the instrument.

3.1.3 Warranty

3.1.3.1 The vendor must provide a one (1) year minimum parts and labor warranty on all items.

3.1.4 Installation and Validation

3.1.4.1 Vendor must perform the installation (labor and supplies included) of the High-Performance Liquid Chromatography instrument.

**REQUEST FOR QUOTATION
HPLC System with DAD & RI Detectors
CRFQ AGR26*01**

3.1.4.2 The vendor must provide a written validation of the system's performance after installation.

3.1.4.3 The vendor must provide a minimum of three (3) days of onsite training for a minimum of three (3) Agency staff members. That means twenty-four (24) total hours of training, eight (8) hours each day.

3.1.5 Maintenance, Support, and Calibration

3.1.5.1 Maintenance services shall be performed by the Vendor. Vendor shall be trained and certified to perform maintenance on the equipment. Vendor must have replacement parts approved by the equipment manufacture available.

3.1.5.2 Vendor must respond to service calls within 24 hours.

3.1.5.3 Vendor must be capable of performing all requests for repairs and/or service within three business days of request.

3.1.5.4 After any maintenance or repairs have been completed the vendor shall guarantee the accuracy and precision of the instrument at the location where the instrument will be used.

3.1.5.5 Reports of service will be signed by State of WV authorized laboratory personnel to ensure work has been completed.

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 must complete the Pricing Page by entering information in each column for model/brand name, unit price and extended amount. If there is no charge for any deliverable, indicate in the cell with "no charge". The bidder/vendor information must be completed and include an authorize signature. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

If submitting bid through the wvOASIS Vendor Self-Service Portal, vendor should enter grand total from Exhibit A Pricing Page as total in wvOASIS.

REQUEST FOR QUOTATION
HPLC System with DAD & RI Detectors
CRFQ AGR26*01

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 90 days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 313 Gus R. Douglass Lane, Charleston, WV 25312.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

**REQUEST FOR QUOTATION
HPLC System with DAD & RI Detectors
CRFQ AGR26*01**

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.



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

State of West Virginia
Centralized Request for Quote
Laboratory

Proc Folder: 1714553

Doc Description: READ Equipment - HPLC System with DAD & RI Detectors

Reason for Modification:

To post Addendum No. 01

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2025-07-14	2025-07-22 13:30	CRFQ 1400 AGR2600000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
304-558-2063
larry.d.mcdonnell@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum 01

To post answers to vendor questions.

To correct error on pricing page and attached revised Exhibit A - Pricing Page.

To extend bid opening date from 7/17/2025 to 7/22/2025.

The bid opening time still remains at 1:30PM EST/EDT

No other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HPLC System with Diode-Array and Refractive Index Detectors				

Comm Code	Manufacturer	Specification	Model #
41115707			

Extended Description:

See attached documentation for further details.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Questions due by 2:00PM EST/EDT	2025-07-10

SOLICITATION NUMBER: CRFQ AGR26*01

Addendum Number: 1

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

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☐ Other

Description of Modification to Solicitation:

To post answers to vendor questions.

To correct error on pricing page and attached revised Exhibit A – Pricing Page.

To extend bid opening date from 7/17/2025 to 7/22/2025.

The bid opening time still remains at 1:30PM EST/EDT

No other changes

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Answers to Vendor Questions

CRFQ AGR26*01 - READ Equipment - HPLC System with DAD & RI Detectors

Question 1. Do you have additional information on the HPLC Specifications?

Answer 1. Please see 3.1.1 in the specifications. We encourage everyone to review the document in its entirety.

Question 2. What system pressure and flow rate?

Answer 2. Please see 3.1.1.2.6 and 3.1.1.2.7 in the specifications. We encourage everyone to review the document in its entirety.

Question 3. Is there a company that makes an RI you prefer or have used before?

Answer 3. The Agency has no preference.

Question 4. I normally try to attend these bid openings in person, and hope to do that for this one, but in case I have a schedule conflict, is there an option for me to attend virtually?

Answer 4. There is no longer an option to attend bid opening virtually.

Question 5. The bid mentions in 3.1.1.3.4 that the autosampler must have 200 vial capacity. Our offerings comes standard with 162 vials. Will 162 be sufficient, or would you like me to quote a plate changer? A plate changer can automatically add extra trays of vials to the autosampler.

Answer 5. It must meet or exceed 3.1.1.3.4 per the specification.

Question 6. The Bid mentions in 3.1.1.3.3 that 0.01ul is the lowest injection size. Our offerings has 0.1ul as the smallest size. Will.01 ul be sufficient?

Answer 6. It must meet or exceed 3.1.1.3.3 per the specification

Question 7. The bid mentions in 3.1.1.3.3 that the range must go up to 100ul for injection size. My company has dual injection options with 50ul sample loops. Will you ever need larger than a 50ul sample loop?

Answer 7. It must meet or exceed 3.1.1.3.3 per the specification

Question 8. The bid mentions in 3.1.1.2.6 that the pumps must be able to handle a psi of 15,000 at 5mL/min. Our pumps can handle 15,000psi at 0-3mL/min, but drop down to 10,000psi between 3-5 mL/min. Please confirm that this will be sufficient.

Answer 8. It must meet or exceed 3.1.1.2.6 per the specification.

Question 9. What is the average temperature of the room that the instruments plan to be operated in?

Answer 9. The average temperature is 64F

Question 10. In 3.1.1.4.2 it states the column oven must have a temperature range of 5C-120C. Most columns have a maximum temperature of roughly 85C. Please confirm that you plan to use the column oven at temperature above 85C.

Answer 10. It must meet or exceed 3.1.1.4.2 per the specification

Question 11. What length of columns would you like to use for your analysis? Please list the columns and their dimensions.

Answer 11. The following is the Agency's existing columns and it's dimensions: Supelco Ascentis Express C₁₈, 2µm, 150x2.1mm

Question 12. This analysis seems like it would be more robustly accomplished by having two HPLC systems. My company offers integrated HPLC systems with a Pmax of 10,000psi, that are lower cost than modular systems. Would you be open to have my company submit 2 bids, one modular bid and one bid with 2 integrated HPLC systems?

Answer 12. It must meet or exceed 3.1.2.1 per the specification.

Question 13. The pricing table on the last page lists Warranty/Preventative Maintenance (PM) agreements. I do not see a request for PM coverage to be included, all I see is the one-year warranty. Would you like me to quote one year of PM service as well?

Answer 13. No, the inclusion of preventative maintenance description on Exhibit A pricing page was in error. Preventative maintenance should not be included in bid. Section 3.1.5 details corrective maintenance which must fall under the scope of the warranty in 3.1.3. A revised Exhibit A has been attached to this addendum.

Question 14. The RFQ mentions in 3.1.1.1 that the HPLC must have 2 completely independent flow paths simultaneously. Is the goal to inject one sample in each flow path at the same time, or will the injections be staggered sequentially after each other?

Answer 14. The goal is to inject one sample simultaneously in two flow paths.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO AGR26*01

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 checked="" 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 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.

Thermo Electron North America LLC

Vilma L	Company
Negron:A0109B30000019331D	Negron:A0109B30000019331D5190D0000052D
5190D0000052D	Date: 2025.09.10 15:42:25 -04'00'

Authorized Signature

9/10/2025

Date

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

Exhibit A - Pricing Page - **REVISED as of 7-14-2025**

HPLC-DAD-RI

CRFQ AGR26*01

<i>Section No.</i>	<i>Description</i>	<i>Model #/Brand Name</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Extended Amount</i>
3.1.1	HPLC System with DAD & RI Detectors and all required parts/accessories	Thermo Scientific	1	113,787.49	\$ 113,787.49
3.1.3 & 3.1.6	Warranty/Corrective Maintenance Service	Included	1	\$0.00	\$ -
3.1.4	Installation	Included	1	\$0.00	\$ -
3.1.4.3	Onsite Training	Thermo Scientific	1	\$3,320.00	\$ 3,320.00
	Shipping Charges		1	\$1,800.00	1,800.00
	Failure to use this form may result in disqualification			GRAND TOTAL	\$ 118,907.49
	Bidder / Vendor Information				
Name:	Thermo Electron North America LLC				
Address:	1400 Northpoint Pkwy Ste10				
	West Palm Beach, FL 33407				
Phone:	561-688-8721				
Email Address:	CMDAmericasbids@thermofisher.com				
Authorized Signature:					

Christina Sparks
WV Dept of Agriculture-Dairy
313 Gus R Douglass Lane
Building 11
Charleston West Virginia 25312
United States

July 8, 2025

Vanquish Flex Duo with DAD and RI Detectors

Ref: Bid No bid# CRFQ 1400 AGR2600000001
Due Date & Time: 7/17/2025 @ 1:30 PM EDT

In the event that we are awarded this RFQ, Thermo Electron North America LLC hereby requests to conduct limited negotiations on the Terms and Conditions. This bid submission is subject to Thermo Electron North America LLC expressly reserving the right to negotiate Terms and Conditions and in no way shall submission of this bid constitute acceptance of, or a waiver of any objection to, the Terms and Conditions

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00640893	1.01	July 8, 2025	3
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	DEST. PREPAY & ADD	August 29, 2025
Company Name		Customer Name	
WV Dept of Agriculture-Dairy		Christina Sparks	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

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

Customer Info:

Customer Name: Christina Sparks
Company Name: WV Dept of Agriculture-Dairy
Address: 313 Gus R Douglass Lane
Building 11
Charleston West Virginia 25312
United States

Phone: 304-558-2227
Email: csparks@wvda.us

Sales Contact Info:

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

Vanquish Flex Duo with DAD and RI Detectors

Item	Description	Qty
1.1	VF-S01-A-02 Country: DE SYSTEM BASE VANQUISH HORIZON / FLEX Required for the installation of a full Vanquish Horizon or Vanquish Flex system. Includes base module, solvent rack, system tubing for 1-column flow path incl. 1 active pre-heater and 1 passive pre-heater, and system installation accessories (ship kit).	1
1.2	6036.1710 Country: DE STACK STABILIZER KIT Protection kit for Vanquish systems with more than 4 stacked modules. Required to comply with local safety regulations.	1
1.3	VF-P10-A-01 Country: DE Binary Pump F Supports fast gradient separations in LCMS workflows, UHPLC applications, and standard HPLC workflows. Settable flows of 0.001-8 mL/min and pressures up to 1034 bar (with a flow rate of >5 mL/min, pressure range decreases linearly down to 800 bar), 200 µL mixer, 200 µL GDV, 6 solvent channels, and integrated vacuum degasser; contains Vanquish Binary Pump F module and installation accessories (ship kit).	2
1.4	6045.3731 Country: DE DEGASSER KIT, VC-P40	1
1.5	VF-A40-A-02 Country: DE DUAL SPLIT SAMPLER FT	1

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00640893	1.01	July 8, 2025	4
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	DEST. PREPAY & ADD	August 29, 2025
Company Name		Customer Name	
WV Dept of Agriculture-Dairy		Christina Sparks	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Item	Description	Qty
1.6	<p>VH-C10-A-03 Country: HU</p> <p>COLUMN COMPARTMENT H</p> <p>Supports a wide range of experiments and simplifies method transfer with multiple thermostating options. 5-120°C, still air and forced air mode, active and passive pre-heating, two slots for columns of max. 300 mm length, stackable, upgradeable w/ up to two valves; contains Vanquish Column Compartment H module and installation accessories (ship kit).</p> <p>NOTE: Valves are optional and need separate order.</p>	2
1.7	<p>6732.0007 Country: HU</p> <p>CONVERSION KIT, VTCC VC/VH</p> <p>Required to stack Vanquish Column Compartments H and C multiple times side-by-side, e.g. to add additional column space or to host multiple columns at different temperatures. For every Vanquish Column Compartment additional to the first one, 1x 6732.0007 Conversion Kit, VH/C-C1 must be added to the system configuration.</p>	1
1.8	<p>VF-D11-A-01 Country: DE</p> <p>Diode Array Detector FG</p> <p>Designed for highest reliability and flexibility on LC and LCMS applications; excellent linearity and optimized noise performance for high dynamic range and lowest limits of detection, with a wide selection of flow cells; up to 250 Hz data rate (incl. 3D acquisition), max. 10 UV channels, UV and Vis lamp, 190-800 nm; contains Vanquish Diode Array Detector FG module and installation accessories. NOTE: Flow cell is not included and needs separate order.</p>	1
1.10	<p>VC-D60-A-01 Country: JP</p> <p>REFRACTIVE INDEX DETECTOR C</p> <p>Supports universal detection for routine isocratic analysis of substances that lack UV chromophores, such as carbohydrates, lipids, and polymers. Up to 50 Hz data rate, positive and negative optical polarity, active temperature control of optical bench and flow cell; contains Vanquish Refractive Index Detector C module incl. fixed flow cell and installation accessories (ship kit).</p>	1
1.11	<p>6000.1001 Country: CN</p> <p>POWER CORD USA-VERSION</p> <p>Power Cord (125V) 3xAWG18, 2.0 m</p>	8
1.12	<p>7200.0850-ICSP Country: CN</p> <p>PC,XE4,2x512SSD,32GB,i7,W10</p>	1
1.13	<p>071664 Country: US</p>	1

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00640893	1.01	July 8, 2025	5
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	DEST. PREPAY & ADD	August 29, 2025
Company Name		Customer Name	
WV Dept of Agriculture-Dairy		Christina Sparks	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Item	Description	Qty
	MONITOR,DELL,24 IN,RoHS	
1.14	7350.0104A Country: US CM LICENSE CODE: NEW Required for all new Chromeleon 7.3 or later installations and includes: • New license Code • Installation media • Chromeleon box	1
1.15	7200.0201 Country: US WORKGROUP EDITION (WE) Provides one client and enables control of four Thermo Scientific instruments • Includes Instrument Controller, four Class 1 Instrument licenses, Data Client, Instrument Operation, Report Designer Pro and Fraction Collection • Workstation installations only • Up to three can be added to a single license	1
1.16	7000.0020 Country: DE SPECTRAL LICENSE (3D/MS) Enables 3D, GC-MS and LC-MS data acquisition • Add-on license that enables 3D Data Acquisition, GC-MS Data Acquisition and LS-MS Data Acquisition • Workstation installations only • Can be added to WE, SE, WSS and WSO license • Only one license per Workstation license package required	1
1.9	6083.0540 Country: DE FLOW CELL STD BIO, 13UL, VF/C-D1X Standard flow cell for Vanquish Core and Flex Diode Array Detectors (DAD/MWD); biocompatible (PEEK), 13 uL detection volume, 10 mm light path; for analytical LC columns, ideal for 3 mm I.D. or higher	1
1.17	702-029403 Country: 3 DAYS LC ONSITE SUPPORT	1
Item	Description	Qty
2.0	6040.2305 Country: LT VIPER CAP., IDXL 0.13X550MM,SST Viper UHPLC Fingertight Fitting incl. Capillary for 10-32 Fitting ID 0.13 mm/0.005, Length 550 mm, SST	1

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00640893	1.01	July 8, 2025	6
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	DEST. PREPAY & ADD	August 29, 2025
Company Name		Customer Name	
WV Dept of Agriculture-Dairy		Christina Sparks	
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Item	Description	Qty
3.0	17126-154630 Country: LT ACCUCORE C18 150x4.6mm	1

Discount Detail	Quote Subtotal:	\$216,346.19
The discounts to the right include:	Promotions / Discounts:	- \$99,238.70
Promotions: - \$79,101.00	Quote total less discounts:	\$117,107.49
	Shipping:	\$1,800.00
	Quotation Totals:	\$118,907.49

Trade In Instrument	Age	Serial Number
PE		TBD
PE		TBD
PE		TBD
PE		TBD
PE		TBD
PE		TBD

Sales tax exemption/resale certificates or direct pay permits must be provided with the order documents, if applicable. If valid sales tax exemption documentation is not provided, buyer shall pay all applicable federal, state and local taxes in addition to the price stated on this quotation.

Take advantage of our Lease Offerings:

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00640893	1.01	July 8, 2025	7
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	DEST. PREPAY & ADD	August 29, 2025
Company Name		Customer Name	
WV Dept of Agriculture-Dairy		Christina Sparks	
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Please see below for monthly payment options and contact financialservices@thermofisher.com or call (800) 986-9731 ext. 7 Please note: Payments are estimates only and availability of lease financing is subject to credit approval and acceptance of terms. Terms and interest rates may vary based on customer's financial profile.

Leasing estimate is based on a total cost of **\$118,907.49**; you may choose from the monthly payment options below:

	Lease Term (months)			
	24	36	48	60
Fair Market Value Purchase Option:	\$4,387.69	\$3,237.85	\$2,401.93	\$2,060.67
\$1.00 Purchase Option:	\$5,195.07	\$3,549.39	\$2,722.98	\$2,234.27
Number of Advance Payments:	1	1	1	1

Choosing the Lease that Best Meets Your Needs:

Fair Market Value (FMV) Purchase Option

The intent of this lease is not to own but to gain the benefits of the equipment in exchange for a low monthly payment. Your End-of-Lease Options are: continue to lease the equipment, purchase a fair market value or return/upgrade the equipment.

\$1.00 Purchase Option

This is a lease-to-own option where you would own the equipment after all monthly payments have been made. It is similar to a finance agreement and provides you a defined payment schedule over the lease term.

Sales Quotation

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CPQ-00640893	1.01	July 8, 2025	8
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	DEST. PREPAY & ADD	August 29, 2025
Company Name		Customer Name	
WV Dept of Agriculture-Dairy		Christina Sparks	
* See end pages of quote for PO Submission details			

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Options / Recommendations

Item	Description	Unit Price	Qty	Total Price
1.18	7200.0030 Country: DE REMOTE DATA CLIENT <ul style="list-style-type: none"> Enables data processing on a remote client Includes Data Client, Report Designer Pro and Compliance Tools (Secure) Workstation installations only Can be quoted as standalone license on a new license key There is no limit on the number of Remote Data Clients that can be ordered or added to a license key Can be added to WE, SE, and can be combined with other Remote Data Clients 		1	\$3,320.00
1.19	701-061222 Country: US Fact Warr PM-Vanquish Core Single System <ul style="list-style-type: none"> Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit 		1	\$3,733.73
1.20	701-061218 Country: US Fact Warr PM - Vanquish Flex w/one pump <ul style="list-style-type: none"> Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit 		2	\$8,342.18
1.21	7200.0034 Country: DE SECURE ADD-ON FOR WE Enables user management, object audit trails, versioning, and electronic signatures <ul style="list-style-type: none"> Add-on license that enables user management, object audit trails, versioning and electronic signatures (same as Compliance Tools) Workstation installations only Only 1 license per Workstation license required Can be added to WE and WSO Workstation license Cannot be added to existing DE or SE license 		1	\$2,221.80
1.22	701-061870 Country: US eLearning 1-year Subscription		1	\$1,687.00

Options Total: \$19,304.71

Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00640893	1.01	July 8, 2025	9
Lead Time	Payment Terms		Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE		August 29, 2025
Inco Terms 1	Inco Terms 2	Shipping Method	
DEST. PREPAY & ADD		Fed Ex Ground	
See below			

Thermo Electron North America LLC
 5225 Verona Road
 Madison WI 53711

 1400 Northpoint Parkway
 West Palm Beach FL 33407

To place your order and expedite shipment, please 1) sign and date the last page of this document; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.

Please note-all Purchase Orders must show the vendor name of Thermo Electron North America LLC

Thermo Electron North America LLC
 5225 Verona Road
 Madison WI 53711

Thermo Electron North America LLC
 or
 1400 Northpoint Parkway
 West Palm Beach FL 33407

Complete System Orders:

Fax: 412-200-6542

e-mail: usmadorderprocessing@thermofisher.com

Parts or Service Orders:

Fax: 877-680-2565

e-mail: USMAD.ServiceOE.PO@thermofisher.com

Notes:

- Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state and local taxes in addition to the price stated on this quotation.
- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.
- All prices are quoted in USD

In the event that we are awarded this RFQ, Thermo Electron North America LLC hereby requests to conduct limited negotiations on the Terms and Conditions. This bid submission is subject to Thermo Electron North America LLC expressly reserving the right to negotiate Terms and Conditions and in no way shall submission of this bid constitute acceptance of, or a waiver of any objection to, the Terms and Conditions

Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00640893	1.02	September 8, 2025	10
Lead Time	Payment Terms		Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE		October 10, 2025
Inco Terms 1	Inco Terms 2	Shipping Method	
DEST. PREPAY & ADD		Fed Ex Ground	
See below			

Thermo Electron North America LLC
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Madison WI 53711

1400 Northpoint Parkway
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TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

This quotation, and Seller's Terms and Conditions of Sale for Products and Services (which are hereby incorporated by reference into this quotation and any resulting contract), set out the terms on which Seller is offering to sell the product(s) and/or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) and/or services, Buyer expressly confirms that it agrees to be bound by and agrees to the terms of this quotation and the Terms and Conditions of Sale for Products and Services to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Seller, and that the purchase and sale transaction between Buyer and Seller is governed by this quotation and Terms and Conditions of Sale for Products and Services. Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected. Seller's Terms and Conditions of Sale for Products and Services can be found on the Thermo Fisher Scientific website at www.thermofisher.com/terms-tena and will be sent to Buyer via mail or e-mail upon request. The Terms and Conditions of Sale for Products and Services are subject to change by Seller, from time to time.

As an Authorized representative of the Buyer, your signature below creates an agreement to buy the products and services listed herein and your acceptance of the Seller's Standard Terms and Conditions of Sale included herein as the sole and exclusive terms for your purchase.

BUYER


SELLER

By: 
Amie Minor (Sep 11, 2025 15:39:15 EDT)

Print Name: Amie Minor-Richard

Print Title: Deputy Commissioner

Date: Sep 11, 2025

By: 

Print Name: Dawn Konieczko

Print Title: Contracts Coordinator

Date: September 10, 2025

_____ Initial here to indicate Buyer's agreement to automatically apply Seller's Standard Terms and Conditions of Sale for Products and Services to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for _____ (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

Signature of Buyer