



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

Header 7

List View

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

Procurement Folder: 893242

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 1400

Vendor ID:

SO Doc ID: AGR2100000024

Legal Name: LIFE TECHNOLOGIES CORPORATION

Published Date: 6/29/21

Alias/DBA:

Close Date: 6/29/21

Total Bid: \$65,975.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Responded By User ID:

Total of Header Attachments: 7

First Name:

Total of All Attachments: 7

Last Name:

Email:

Phone:



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

State of West Virginia
Solicitation Response

Proc Folder: 893242
Solicitation Description: Magnetic Particle Processor
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-06-29 13:30	SR 1400 ESR06242100000008442	1

VENDOR
000000175344
LIFE TECHNOLOGIES CORPORATION

Solicitation Number: CRFQ 1400 AGR2100000024
Total Bid: 65975
Response Date: 2021-06-28
Response Time: 18:37:19
Comments: Net 30 Days

FOR INFORMATION CONTACT THE BUYER
Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Magnetic Particle Processor	1.00000	EA	65600.000000	65600.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Please refer to Quotation S4276043 for detailed pricing information, including option service plans. The service plans are not included in the pricing offered in Line 1.

Extended Description:

Provide the Model No/Brand Name being bid.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Real-Time PCR On-Site Software Training 1 Day	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Please refer to Quotation S4276043 for detailed pricing information, including option service plans. The service plans are not included in the pricing offered in Line 1.

Extended Description:

Real-Time PCR On-Site Software Training 1 Day

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Shipping & Handling	1.00000	EA	375.000000	375.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments: Please refer to Quotation S4276043 for detailed pricing information, including option service plans. The service plans are not included in the pricing offered in Line 1.

Extended Description:

Shipping & Handling

June 28, 2021

Submission via wvOasis

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington St. E.
Charleston, WV 25305

Attention: Bid Clerk
Buyer: Jessica S Chambers

Re: Centralized Request for Quote: CRFQ 1400 AGR2100000024

Title: Magnetic Particle Processor (aka KingFisher Flex)

Due Date and Time: Tuesday, June 29, 2021 at 1:30 p.m. Eastern (11:30 p.m. Pacific)

Dear Ms. Chambers:

Thank you for the opportunity to respond to the above-referenced Centralized Request for Quote (“CRFQ”). Please accept Life Technologies Corporation’s (hereinafter referred to as “Life Technologies”) proposal, which includes the following:

1. The present cover letter;
2. CRFQ_1400_AGR2100000011 Version 1 (includes Bid Documents);
3. Purchasing Affidavit (notarized);
4. WV-96 Addendum Rev. 1-1-2019 (*revisions* by Life Technologies);
5. Kingfisher Purification Systems Brochure;
6. Quotation No. S4276043; and
7. Life Technologies’ Terms and Conditions of Sale.

Life Technologies would like to clarify the following items:

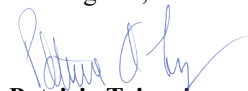
- The products offered under this CRFQ are offered as FOB Destination, Freight Prepaid and Added.
- In relation to “*Real-Time PCR On-Site Software Training*”, the Magnetic Particle Processor (Kingfisher Flex), includes an on-site SmartStart training applicable to the Magnetic Particle Processor (Kingfisher Flex). Any Realtime PCR software would be applicable to a different instrument known as a Realtime PCR instrument.

Please note that the terms and conditions of any resulting purchase order and/or contract shall be negotiated between the parties upon notification of a potential award resulting from this CRFQ to Life Technologies. Such terms and conditions shall be comprised of a combination of the State of West Virginia's General Terms and Conditions and Life Technologies' Terms and Conditions of Sale.

If you have any questions related to our products or pricing, please contact our Sales Representative, Devon Hall, by phone at (443) 346-4457 or via email at Devon.Hall@thermofisher.com. For contractual issues, please contact me directly at your convenience at the number or email address provided below.

Thank you in advance for your time and consideration.

Best regards,



Patricia Trigueiro
Manager, Contracts
Life Sciences Legal

Thermo Fisher Scientific
Life Technologies Corporation
Phone: 760.476-7854
Email: patricia.trigueiro@thermofisher.com

Attachments



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
Miscellaneous

Proc Folder: 893242			Reason for Modification:
Doc Description: Magnetic Particle Processor			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-06-14	2021-06-29 13:30	CRFQ 1400 AGR2100000024	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000175344
Vendor Name : Life Technologies Corporation
Address : 5781
Street : Van Allen Way
City : Carlsbad
State : California **Country :** USA **Zip :** 92008
Principal Contact : Patricia A. Trigueiro
Vendor Contact Phone: 760-476-7854 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

Life Technologies Corporations
By: Patricia A. Trigueiro, Manager - Contracts
Vendor
Signature X

FEIN# 33-0373077

DATE June 28, 2021

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture, Animal Health Division to establish a contract for the one-time purchase of a Magnetic Particle Processor per the terms and conditions and specifications as attached.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Magnetic Particle Processor	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41000000			

Extended Description:

Provide the Model No/Brand Name being bid.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Real-Time PCR On-Site Software Training 1 Day	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41000000			

Extended Description:

Real-Time PCR On-Site Software Training 1 Day

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

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:
 Shipping & Handling

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DEADLINE	2021-06-22

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 04/21/2021

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

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

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

Question Submission Deadline:

Submit Questions to:

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-3970 Vendors should not use this fax number for bid submission)

Email:

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

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

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

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

Bid Opening Date and Time:

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

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

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

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

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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

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

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

☐ **Other:** See attached _____
Revised 04/21/2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: _____ 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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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. 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

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the
Revised 04/21/2021

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

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

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

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

Life Technologies Corporation

(Name, Title)

Devon Hall, Sales Representative (PRODUCTS/PRICING/ORDERS)

(Printed Name and Title)

5781 Van Allen Way, Carlsbad, CA 92008

(Address)

Direct: 443-346-4457 / No Faxes

(Phone Number) / (Fax Number)

devon.hall@thermofisher.com

(email address)

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

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

Life Technologies Corporation

(Company)

(Authorized Signature) (Representative Name, Title)

Patricia A. Trigueiro, Manager, Contracts (LEGAL)

(Printed Name and Title of Authorized Representative)

February 28, 2021

(Date)

760-476-7854 / No Faxes

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Magnetic Particle Processor

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture, Animal Health Division to establish a contract for the one-time purchase of a Magnetic Particle Processor.
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 a Magnetic Particle Processor as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Magnetic Particle Processor**
 - 3.1.1.1 Magnetic Particle Processor must be a high throughput system capable of processing up to 96 specimens using a 96 deep well plate. Must be a fully automated system yielding high-speed purification of nucleic acids, protein and cells. Must employ magnetic particle technology for biomolecular purification. Must be able to process sample volumes 50ul-1000ul.
 - 3.1.1.2 Magnetic Particle Processor must be compatible with Windows 10 or greater.
 - 3.1.1.3 Magnetic Particle Processor must be compatible with MagMax reagent kits, or equal. Software must be compatible with established extraction protocols for Influenza A, Avian Paramyxovirus Type-1, African Swine Fever, Classical Swine Fever, Foot and Mouth Disease, and Mycoplasma.

REQUEST FOR QUOTATION
Magnetic Particle Processor

3.1.1.4 Must provide 1-day Real-Time PCR On-Site Software Training for 5 people.

4. CONTRACT AWARD:

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

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

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

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 12 weeks after receiving a purchase order. Contract Items must be delivered to Agency at West Virginia Department of Agriculture-Moorefield Field Office, Animal Health Division, 60B Industrial Park Road, Moorefield, WV 26836.

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

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

REQUEST FOR QUOTATION
Magnetic Particle Processor

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

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

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

7 VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

REQUEST FOR QUOTATION
Magnetic Particle Processor

7.2.3 Any other remedies available in law or equity.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Life Technologies Corporation

Authorized Signature:  Date: June 25, 2021
Patricia A. Trigueiro, Manager, Contracts

State of California

County of San Diego, to-wit:

Taken, subscribed, and sworn to before me this 25 day of June, 2021.

My Commission expires _____, 20____.

Not 6-25-2021

AFFIX SEAL HERE

NOTARY PUBLIC *** Please see attached California Jurat ***

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me

on this 25th day of June, 2021,
by Patricia A. Trigueiro
Date Month Year

(1) _____

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____

Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: No Other Signers

WV-96
1/1/2019

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

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

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.

WV-96
1/1/2019

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.~~

Life Technologies Initialed: 06-28-2021

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 ~~strike through~~ 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: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor: Life Technologies Corporation

By: 

Printed Name: Patricia A. Trigueiro

Title: Legal - Manager, Contracts

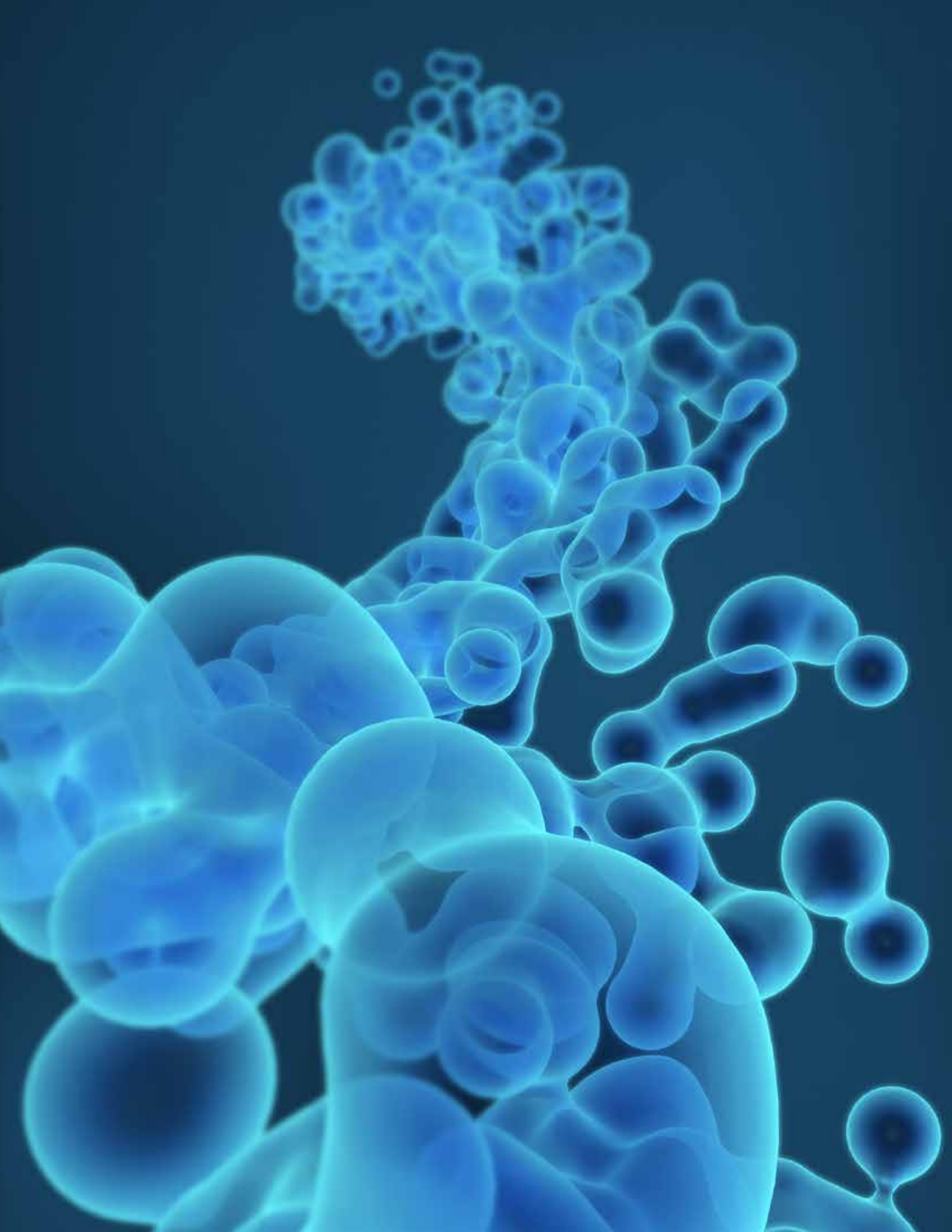
Date: June 28, 2021



KingFisher purification systems

Automated, scalable isolation
of protein and nucleic acid

ThermoFisher
SCIENTIFIC



Contents



Introduction to KingFisher technology	4
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Applications and software	5
---------------------------	---

KingFisher Flex and KingFisher Duo Prime systems	6–7
--	-----

Nucleic acid purification	8–11
---------------------------	------

Immunoprecipitation and protein purification	12–15
--	-------

Ordering information	16
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Introduction to KingFisher technology

Complete purification system for nucleic acids, proteins, and cells

Successful downstream analysis depends on high-quality, reproducible purification of nucleic acids, proteins, and cells. Thermo Scientific™ KingFisher™ purification systems are designed to deliver high-quality results with minimal hands-on time, helping you automate a significant part of your workflow.

- Choose from five distinct systems to meet your application and throughput needs
- Optimized kits streamline the purification workflow for a wide variety of sample types
- Thermo Scientific™ BindIt™ Software enables you to create customized protocols for additional flexibility
- Specially designed consumables allow efficient sample processing

Magnetic separation technology

KingFisher systems use permanent magnetic rods and disposable tip combs to collect, transfer, and mix magnetic particles (Figure 1):

1. When the magnetic rod—sheathed inside the tip comb—is lowered into the solution, magnetic beads collect at the bottom of the tip comb
2. The tip comb is then positioned in a different row or plate, and the beads are released by moving the magnetic rods out of the tip comb
3. The tip comb facilitates the mixing of reagents with the beads as the magnetic head moves up and down

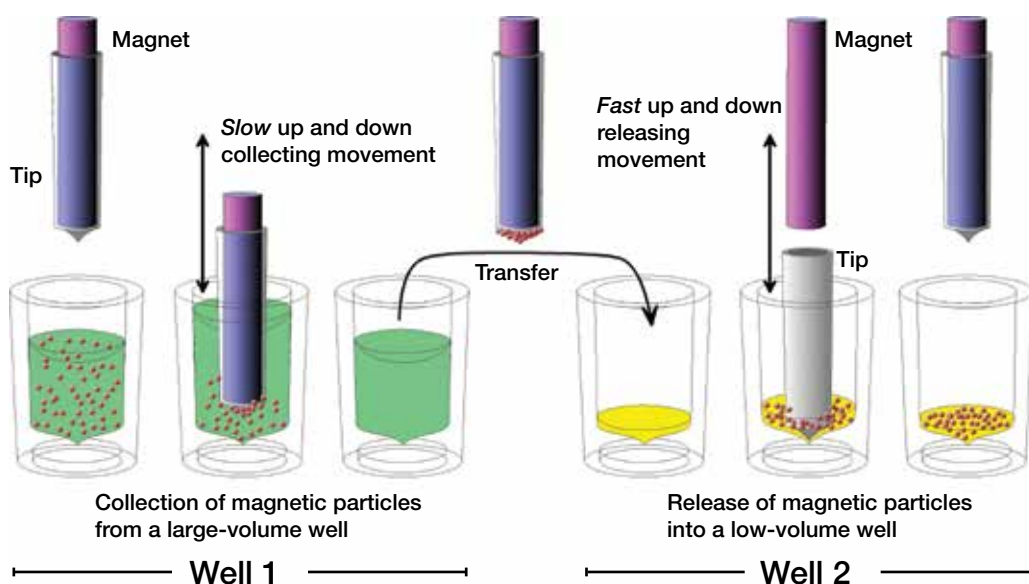


Figure 1. KingFisher™ magnetic separation technology.

Consumables for KingFisher systems

Made of polypropylene, consumables for KingFisher systems are ideal for magnetic particle processing due to their low binding affinity for biomolecules. Both the yield and quality of the isolated protein or nucleic acid are significantly improved with special plates and tips designed for KingFisher systems.



Applications and software

Nucleic acid purification

When you use Applied Biosystems™ MagMAX™ kits on KingFisher™ Duo Prime or KingFisher™ Flex systems, you will experience a simple, fast workflow that is designed to provide pure nucleic acid ready for downstream applications such as real-time PCR and next-generation sequencing.

The primary benefits of running MagMAX kits on the KingFisher Flex system with 24 deep-well head include:

- Nucleic acid extraction from larger sample input volumes
- Consistent, high-quality nucleic acid recovery from a wide variety of sample types
- Cross-contamination control, thanks to bead transfer technology



Immunoprecipitation and protein purification

Invitrogen™ Dynabeads™ products pioneered biomagnetic technology and help ensure that you get the best balance of high yield and reproducibility with low nonspecific binding and cost. This balance is one reason why Dynabeads products have become the gold standard for immunoprecipitation (IP) using magnetic beads and are well suited for automation.

The primary benefits of running Dynabeads products on the KingFisher system include:

- **Low background**—little to no nonspecific binding, no preclearing required, and high signal-to-noise ratio
- **Highly reproducible**—uniform beads help ensure consistent results
- **Flexible**—products for IP, co-IP, pull-down, and ChIP assays; ideal for manual and automated protocols
- **Antibody savings**—all binding occurs on the smooth outer surface of the beads, which conserves precious antibody and supports a cost-efficient solution per sample
- **Highly sensitive**—Dynabeads technology is the most-cited method for sensitive applications, such as ChIP and IP of low-abundance proteins



BindIt Software and protocols

Create and store protocols in a PC database using BindIt Software for KingFisher systems. Once a protocol has been created, the protocol can either be transferred to your KingFisher system memory or executed directly from the software. Based on a step list, the parameters for the active step are shown on the screen. All steps have default parameters that can be changed according to the demands of the application. Alternatively, download and execute protocols from our extensive library.

- Compatible with open-platform KingFisher systems
- Modify prewritten protocols or create your own to handle more applications

- Allows specific plates and reagents to be defined in the plate layout
- Generates status reports that include run log, plate layout, and step parameters
- Enables the KingFisher Flex system to interface with liquid handling, robotic, and plate-stacking instruments, providing a fully automated solution and the highest possible throughput
- Get updated protocols for free as they become available

KingFisher Flex system

The Thermo Scientific™ KingFisher™ Flex Purification System provides highly versatile and reproducible purification of 24 or 96 samples per run. It can be used with a variety of reagents, including Dynabeads products or MagMAX nucleic acid extraction kits, enabling scientists to process samples for a variety of applications.

Features of the KingFisher Flex system

- Easy to set up for a fast start
- User-friendly graphical interface
- BindIt Software allows programmable instrument control and protocol modification, creation, and upload*
- High-speed purification of nucleic acids, proteins, and cells
- High-throughput system that processes up to 96 samples and drastically reduces hands-on time
- Sample volume is expanded with the 24-well format

Optimized plastic consumables

24 deep-well plate

- Allows total volume of 200–5,000 µL

96 deep-well plate

- Allows total volume of 50–1,000 µL

96-well microplate

- Allows volume of 50–200 µL (with deep-well head)



Specifications

Applications	DNA and RNA isolation from various starting materials, proteomic applications, cell isolation
Samples per run	96 or 24 samples
Plastic consumables	96 deep-well plate 24 deep-well plate 96-well plate
Volume range	50–1,000 µL, 96 deep-well plate 200–5,000 µL, 24 deep-well plate 20–200 µL, 96-well plate
Heating temperature	From 5°C above ambient temperature to 115°C
Internal memory	Space for about 500 protocols
Protocol import	Using BindIt Software
Computer interface	RS-232
Size (W x D x H)	680 x 600 x 380 mm (26.8 x 23.6 x 15 in.)
Weight	28 kg (62 lb.)

* Compatible with Windows™ 7 and 8 operating systems.

KingFisher Duo Prime system

The Thermo Scientific™ KingFisher™ Duo Prime Purification System offers an economical option for automated nucleic acid extraction and protein purification from up to 12 samples at a time and 24 samples per load using magnetic beads. Combining the KingFisher Duo Prime system with Dynabeads or MagMAX nucleic acid extraction kits allows a diverse range of sample inputs and sample types to be processed.

Features of the KingFisher Duo Prime system

- Easy installation
- User-friendly graphical interface
- Preloaded protocols for MagMAX nucleic acid extraction kits
- Automated purification of nucleic acids, proteins, and cells from a wide range of starting material
- Up to 5 mL sample volumes with 6-well format
- Easy-to-use BindIt Software allows instrument control, protocol creation, and modification
- Built-in UV lamp delivers easy and effective decontamination
- Optional bar-code reader allows users to track samples directly in the internal software
- Compact system that easily fits on a bench

Optimized plastic consumables

24 deep-well plate

- Compatible with 6-pin magnetic head
- Allows total volume 200–5,000 µL

96 deep-well plate

- Compatible with 12-pin magnetic head
- Allows total volume of 50–1,000 µL
- 12-well elution strip for total volume of 30–130 µL

96-well microplate

- Compatible with 96 deep-well magnetic head
- Allows volumes of 50-200 µL (with deep-well head)



Specifications

Applications	DNA and RNA isolation from various starting materials, proteomic applications, cell isolation
Sample per run	Up to 12 with 12-pin magnet head Up to 6 with 6-pin magnet head
Max sample load	24
Plastic consumables	96 deep-well plate 24 deep-well plate 1 x 12 elution strip
Volume range	30–1,000 µL (12-pin magnet head) 200–5,000 µL (6-pin magnet head)
Heating/cooling temperature	10°C to 75°C, instrument in RT (plate row A) 4°C to 75°C, instrument in (elution row A)
UV lamp	8 W
UV exposure time	Up to 16 hours
Internal memory	Space for about 200 protocols
Protocol import	Using Bindt Software or USB memory device
Computer interface	USB
Size (W x D x H)	400 x 460 x 340 mm (15.7 x 18.1 x 13.4 in.)
Weight	17 kg (37.5 lb.)

Nucleic acid purification

The Applied Biosystems™ MagMAX™ product line is optimized to work with KingFisher technology. MagMAX™ magnetic bead technology provides scalable, reproducible

recovery of high-quality nucleic acids suitable for a broad range of applications. Kits are available to recover total RNA, microRNA (miRNA), mRNA, genomic DNA, and cell-free DNA.

Total RNA

The isolation of total RNA, including small RNA such as miRNA, from a wide variety of sample matrices is possible with the Applied Biosystems™ MagMAX™ *mirVana*™ Total RNA Isolation Kit (Figure 2). MagMAX magnetic bead technology helps ensure reproducible recovery of high-quality RNA that is suitable for a broad range of applications, including RT-qPCR with Applied Biosystems™ TaqMan™ miRNA Assays.

The magnetic bead-based purification format allows you to easily process 6–96 samples at once when used with the KingFisher Duo Prime or KingFisher Flex systems. Alternatively, samples can be processed manually using a magnetic stand.

Features of the MagMAX *mirVana* Total RNA Isolation Kit

- Versatility for most applications involving RNA isolation and downstream analysis
- Automation-ready, phenol-free extraction
- Streamlined protocols for numerous noninvasive biological samples as well as tissues and cell culture
- Recovery of pure miRNA compatible with miRNA-Seq and RT-qPCR methods that utilize the Applied Biosystems™ TaqMan™ Advanced miRNA cDNA Synthesis Kit and TaqMan™ Advanced miRNA Assays

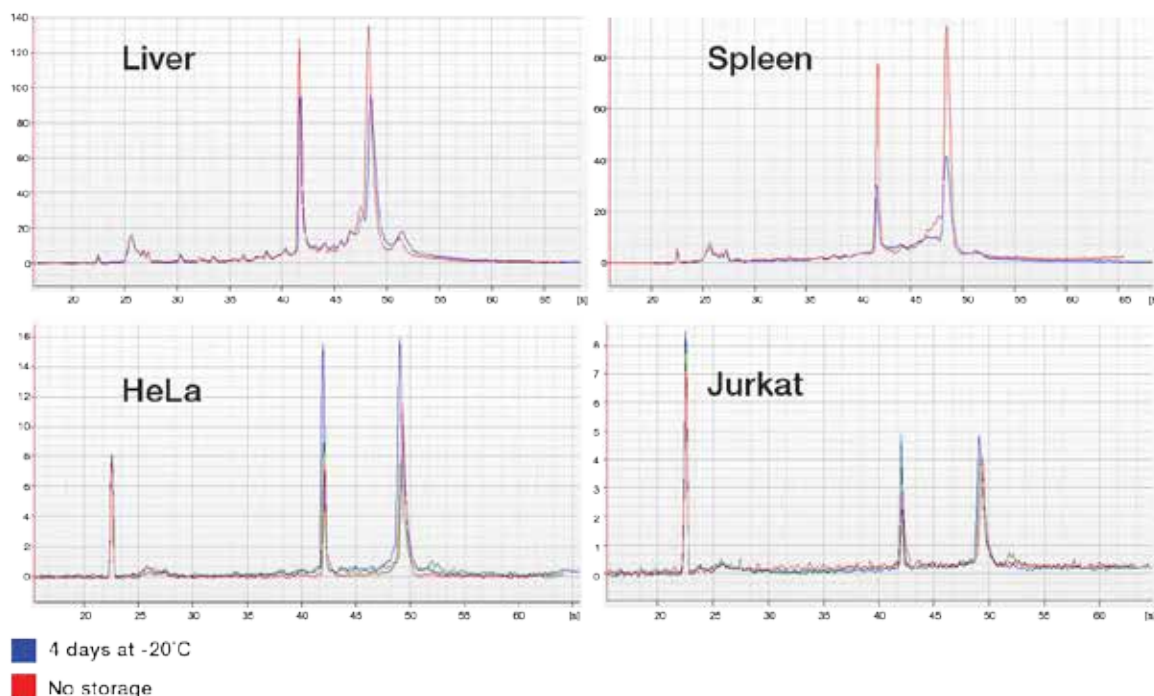


Figure 2. Analysis of RNA quality. Total RNA, including small RNA, was isolated with the MagMAX *mirVana* Total RNA Isolation Kit from fresh sample lysates or after storage at -20°C for 4 days. Equal volumes of each were then run on the Agilent™ 2100 Bioanalyzer™ instrument. The electropherograms are nearly identical between the two methods, demonstrating minimal loss of RNA integrity due to storage.

Find out more at thermofisher.com/magmaxmirvana

Genomic DNA

The demands for DNA yield and purity have become more stringent with the development of new analytical methods and technologies, such as high-throughput genotyping and next-generation sequencing platforms. The Applied Biosystems™ MagMAX™ DNA Multi-Sample Ultra Kit meets the challenge by delivering highly pure DNA that is free of nucleases, proteins, and other inhibitors of downstream enzymatic reactions.

The MagMAX DNA Multi-Sample Ultra Kit is optimized to isolate genomic DNA (gDNA) from a variety of samples, such as whole blood, buccal cells, saliva, urine, blood cards, mouth rinse, and tissue. gDNA purified with the kit is ideal for qPCR applications on sensitive, scalable platforms such as the Applied Biosystems™ QuantStudio™ 12K Flex Real-Time PCR System with OpenArray™ Block and AccuFill™ System. The magnetic bead-based purification format allows you to easily scale from processing 12 to 500 samples a day, making it the ideal choice for pharmacogenomics (PGx) studies.

Features of the MagMAX DNA Multi-Sample Ultra Kit

- Streamlined protocols for numerous noninvasive biological samples
- Optimized to provide DNA yields suitable for OpenArray™ and Ion AmpliSeq™ applications
- Packaged for high-throughput needs

Find out more at thermofisher.com/magmaxmulti



FFPE DNA/RNA Ultra Kit

The Applied Biosystems™ MagMAX™ FFPE DNA/RNA Ultra Kit is designed for sequential isolation of DNA and RNA from the same formaldehyde- or paraformaldehyde-fixed, paraffin-embedded (FFPE) tissue sample. The DNA and RNA are recovered in separate eluates, and both are compatible with a broad range of applications, including real-time PCR and next-generation sequencing. The isolation of RNA and DNA from the same FFPE sample makes this kit an ideal method of sample preparation for Ion Torrent™ OncoPrint™ Comprehensive and OncoPrint™ Focus assays.

Features of the MagMAX FFPE DNA/RNA Ultra Kit

- Flexible design that permits both manual and automated isolation of RNA and DNA
- Minimal requirement of 5 µm section or curl input
- Capable of processing 40 µm FFPE sections or curls; greater than 40 µm sections can be processed with an alternative protocol
- Compatible with targeted RNA and DNA sequencing panels
- Contains Invitrogen™ Dynabeads™ MyOne™ Silane for consistent isolation of RNA, miRNA, and DNA
- Alternative protocols for the isolation of RNA or DNA only

Find out more at thermofisher.com/ffpeisolation



Cell-free DNA

Circulating cell-free DNA (cfDNA) is DNA that is found in the bloodstream. cfDNA can be captured from biological samples such as blood or serum for disease analysis and is suitable for a range of research applications such as real-time PCR, digital PCR, and next-generation sequencing. The Applied Biosystems™ MagMAX™ Cell-Free DNA Isolation Kit is designed for enrichment of small (<300 bp) cfDNA from biological samples. MagMAX magnetic bead technology helps ensure reproducible recovery of high-quality DNA and allows you to easily process a wide range of sample input volumes (500 µL to 10 mL).

When used with KingFisher Duo Prime or KingFisher Flex systems, 6–24 plasma or serum samples of 2 mL input volume can be isolated at once (Figure 3). Alternatively, samples can be processed manually with the use of a magnetic stand.

Features of the MagMAX Cell-Free DNA Isolation Kit

- Automation-ready, phenol-free extraction
- Fast procedure that allows 6–24 samples to be processed in 40 minutes or less when used with the KingFisher Duo Prime or KingFisher Flex system with a 24 deep-well head
- Flexible protocol that accommodates sample volume inputs ranging from 500 µL to 10 mL of plasma, serum, or urine
- Elution volumes ranging from 15 µL to 50 µL

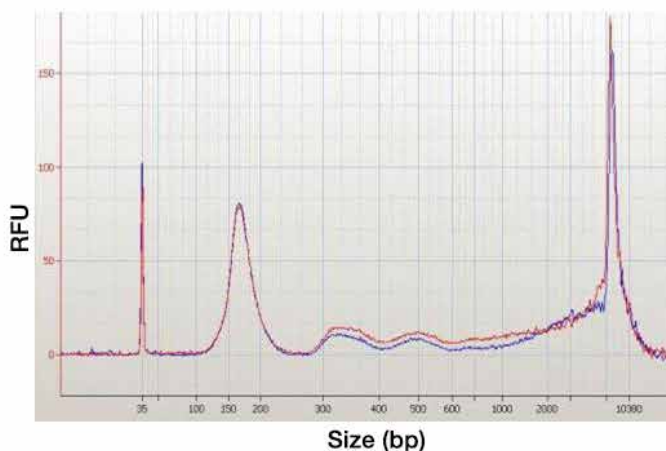
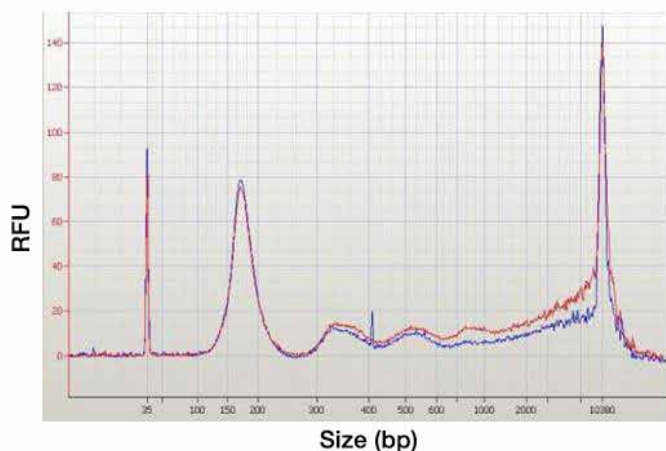
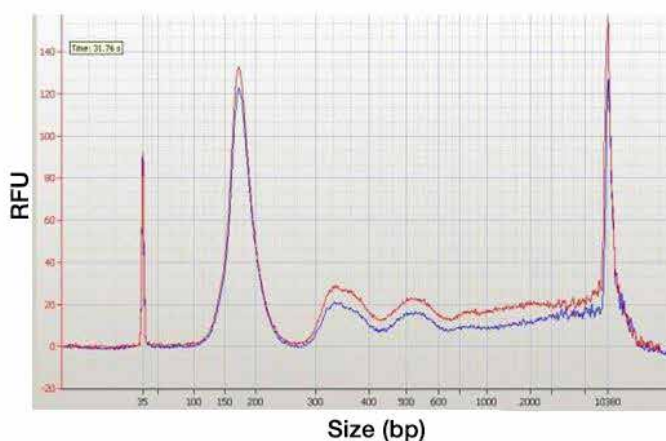
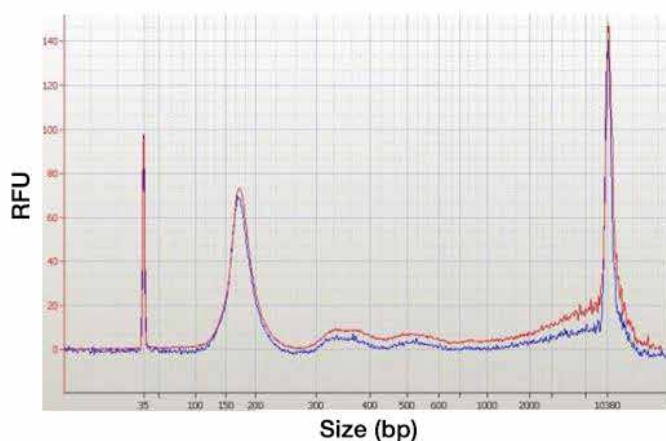


Figure 3. Automated cfDNA isolation using KingFisher systems. Overlapping traces for cfDNA isolated with the KingFisher Flex (red) and KingFisher Duo Prime (blue) systems are shown.

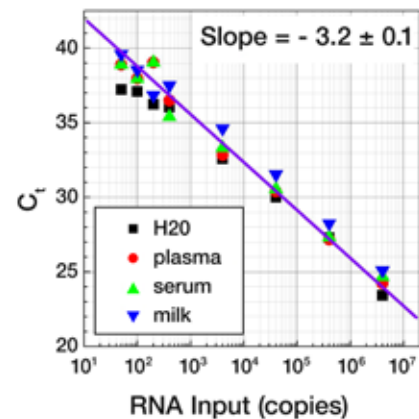
Find out more at thermofisher.com/cfdnaisolation

Pathogen RNA and DNA

Viral analysis of biological and environmental samples requires the use of advanced technologies for greater assurance of assay effectiveness. Molecular technologies are essential tools for rapid detection and identification of the most significant viruses. The Applied Biosystems™ MagMAX™ Pathogen RNA/DNA Kit enables purification of RNA and DNA from viruses and easy-to-lyse bacteria and parasites using magnetic particle technology in a 96-well format. PCR inhibitors are effectively removed in the process, reducing false-negative results and making the resulting nucleic acid ideal for qPCR and RT-qPCR applications.

Features of the MagMAX Pathogen RNA/DNA Kit

- **Convenience and flexibility**—one kit for RNA and DNA, suitable for a wide range of sample types and sample input volumes
- **Increased confidence in your results**—fewer false-negatives due to effective PCR inhibitor removal
- **Improved workflow efficiency**—process 96 samples in approximately 45 minutes using the KingFisher system with 96 deep-well head
- **Higher yield and purity**—magnetic particles bind nucleic acids more efficiently and are more thoroughly washed than glass fiber filters, resulting in higher yield and purity of RNA and DNA
- **Optimized protocols**—no sample cross-contamination has been observed due to extensive optimization of the methods developed for use on the KingFisher system with 96 deep-well head



mRNA

Only 1–5% of the total RNA in a typical mammalian cell is poly(A) RNA or mRNA. However, it is possible to specifically target and capture the mRNA transcriptome from an extremely wide variety of crude starting samples using Invitrogen™ Dynabeads™ mRNA DIRECT™ kits. These kits are designed for simple and rapid isolation of pure, intact poly(A) RNA directly from the crude lysate of animal and plant cells and tissues. The isolated mRNA is suitable for use in all downstream applications.

Features of the Dynabeads mRNA DIRECT kits

- **Fast**—15-minute procedure yields pure, intact mRNA
- **Highly pure mRNA isolation**—optimal choice upstream of cDNA synthesis
- **Sensitive mRNA isolation**—enables cDNA synthesis and cDNA library construction from ultra-small starting samples
- **Convenient**—methods for Dynabeads mRNA DIRECT kits are pre-loaded onto the KingFisher Flex system with 96 deep-well head



Immunoprecipitation and protein purification

Invitrogen™ Dynabeads™ products have, by far, more publications for use in IP than any other magnetic beads.

Automated IP protocols are now available using Dynabeads products with KingFisher systems.

Intrinsic features, perfectly suited for automation

High reproducibility is a trademark of Dynabeads products. All beads—both within and between batches—are identical in size, shape, surface properties, and iron content (Figure 4). The beads disperse well and sediment slowly, yet move quickly and with an even pull to the magnet.

These features facilitate rapid binding of target, short incubation time, and short separation time. The beads do not aggregate, helping to ensure homogenous fluid behavior in automated systems, and can be considered a pipettable solid phase that handles like a liquid. Magnetic beads enable effective IP of proteins using automated systems, with results comparable to manual protocols (Figures 5–8).

Highlights of Dynabeads products

- **Low background**—little to no nonspecific binding
- **Highly reproducible**—uniform beads help ensure the most consistent results
- **Highly sensitive**—Dynabeads technology is the most cited method for sensitive applications, such as ChIP and IP of low-abundance proteins
- **Fast**—less than 40-minute protocol
- **Easy**—no centrifugation or preclearing steps
- **Antibody savings**—all binding occurs on the smooth outer surface of the beads, which conserves precious antibodies and supports a cost-efficient solution per sample

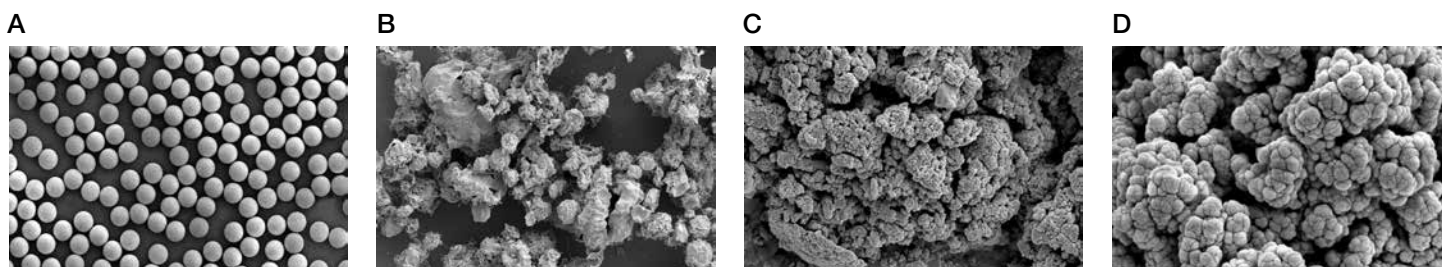


Figure 4. The magnetic bead you choose will affect your results. Dynabeads magnetic beads have a defined surface to carry out the necessary binding, with no inner surface to trap unwanted proteins. **(A)** Dynabeads products are the most uniform, monodisperse superparamagnetic beads, manufactured with highly controlled product qualities to help ensure the highest degree of reproducibility. **(B–D)** Magnetic particles from alternative suppliers have variable shapes and sizes that trap impurities, resulting in lower reproducibility and increased nonspecific binding.

“Finally we have found a way to reduce our total protocol time from 4 days to 1 day! Now we can analyze several hundreds of samples in our phase I clinical study in combination with mass spectrometry by using the KingFisher Flex and the new Dynabeads IP protocol.”

Erik Portelius, PhD, Department of Neuroscience and Physiology, University of Gothenburg

“Protocols were tested in replicates and showed high reproducibility and robustness.”

Dr. Tom Bretschneider,
Boehringer Ingelheim, GmbH

77% of those who publish using
the KingFisher system for IP
use Dynabeads technology.

77%

Consistent results for manual and automated immunoprecipitation

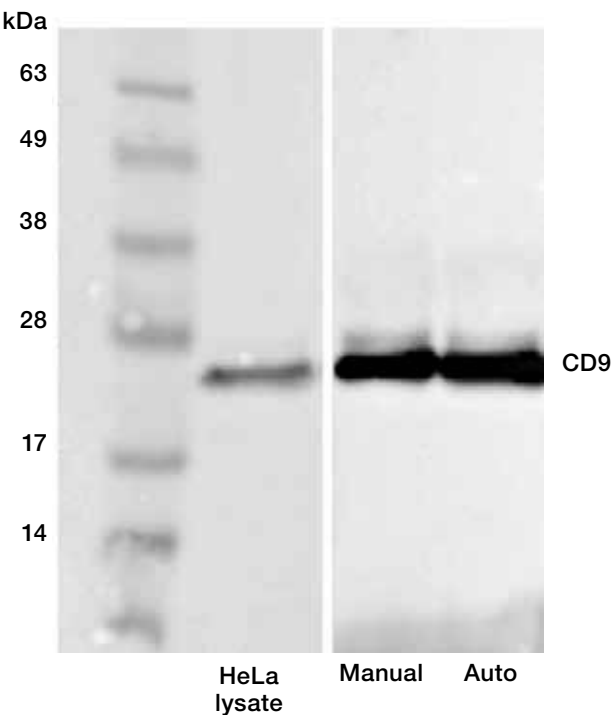


Figure 5. IP yield. IP from HeLa cell lysate with Invitrogen™ Dynabeads™ Protein G bound to anti-human CD9 antibody shows similar results using either a manual protocol or automated protocol on the KingFisher Flex system. CD9 protein was detected by western blot.

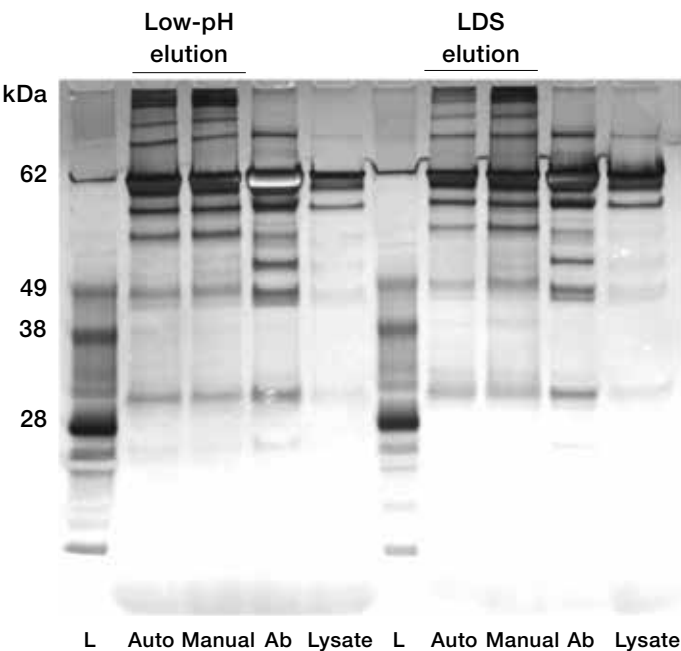


Figure 6. Detection of nonspecific binding. Automated and manual methods have equivalent nonspecific binding. IP was performed with Dynabeads Protein G bound to an irrelevant antibody using either a manual protocol or automated protocol on the KingFisher Flex system. Protein was eluted under mild (low pH) or denaturing (LDS) conditions and detected with silver staining after SDS-PAGE on the Invitrogen™ Bolt™ system.

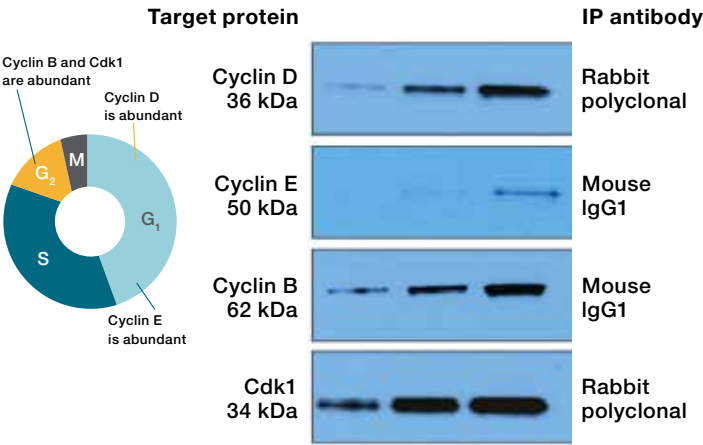


Figure 7. Effective IP of cell cycle proteins. U2OS cells were synchronized, grown to points in the cell cycle as shown, and then harvested. Lysed cells were incubated overnight at 4°C with antibody against cell cycle proteins. Each antigen-antibody complex was captured on 50 mL of Thermo Scientific™ Pierce™ Protein A/G Magnetic Beads using a KingFisher Flex system. Eluted sample volumes of 5 mL, 10 mL, and 20 mL were resolved by SDS-PAGE and analyzed by western blot.

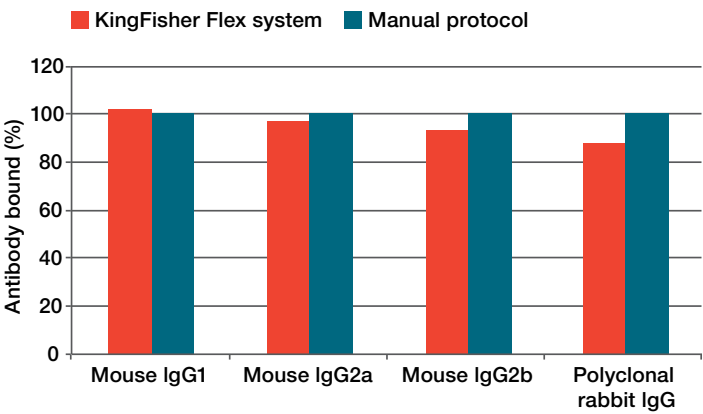


Figure 8. Comparable antibody binding efficiency of different subclasses measured using an immunoassay detection system. Antibodies were bound to Dynabeads Protein G for 10 minutes using either a manual protocol (blue) or automated protocol on the KingFisher Flex system (red).

Co-immunoprecipitation

Advantages of Dynabeads products for protein complex isolation

- Quick and easy pull down of intact, functional protein complexes (Figure 9)
- No time-consuming preparation steps
- Only isolate the proteins you want
- Can be adapted for high-throughput applications
- Increasing number of publications citing Dynabeads products for IP compared to other isolation products (Figure 10)

"Dynabeads are absolutely the best technology we have found so far for pulling out large complexes."

Dr. Michael P. Rout, Rockefeller University

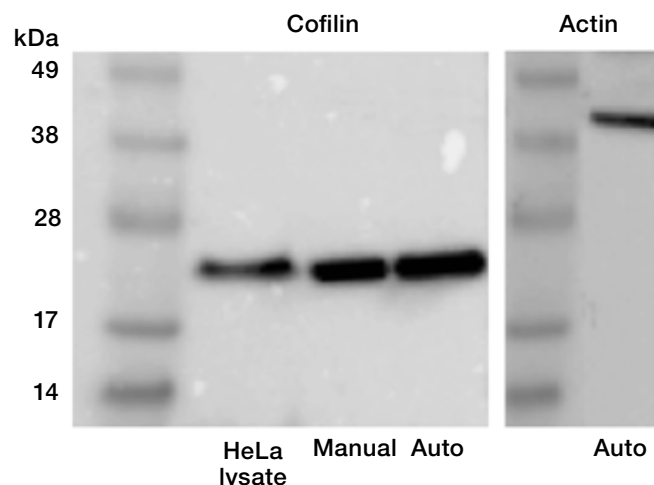


Figure 9. Co-IP from HeLa cell lysate with Invitrogen™ Dynabeads™ Sheep anti-Rabbit IgG bound to anti-cofilin antibody. The western blot shows that actin was successfully co-immunoprecipitated with its binding partner cofilin using an automated protocol on the KingFisher Flex system.

Product selection guide

Bead surface coating	Required ligand	Main benefits for IP	High-throughput compatible	Mass spec compatibility	Products
Protein A, protein G	Primary antibodies from most species; protein A and G bind different antibody species and subclasses with different specificities	<ul style="list-style-type: none"> • Dynabeads products have the fastest and easiest protocol • Low nonspecific binding • High reproducibility 	KingFisher Flex and KingFisher Duo Prime systems	Medium*	<ul style="list-style-type: none"> • Dynabeads Protein A • Dynabeads Protein A IP kit • Dynabeads Protein G • Dynabeads Protein G IP kit • Pierce Protein A/G Magnetic Beads
Secondary antibodies	Mouse IgGs or rabbit IgGs	<ul style="list-style-type: none"> • Specific binding of mouse or rabbit IgGs • Low nonspecific binding 	KingFisher Flex and KingFisher Duo Prime systems	High	<ul style="list-style-type: none"> • Dynabeads M-280 Sheep Anti-Mouse IgG • Dynabeads M-280 Sheep Anti-Rabbit IgG
Streptavidin	Any biotinylated antibody or ligand	<ul style="list-style-type: none"> • Binds any biotinylated protein • For samples high in soluble IgGs • For recombinant Ab lacking the Fc region 	KingFisher Flex and KingFisher Duo Prime systems	High	<ul style="list-style-type: none"> • Dynabeads M-280 Streptavidin • Pierce Streptavidin Magnetic Beads

*Contains Tween™-20 detergent that can interfere with mass spectrometry.

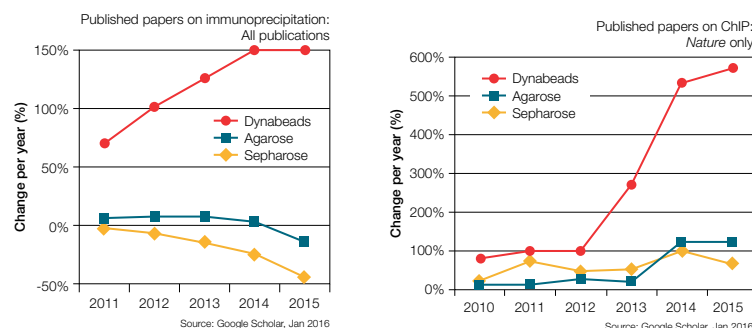


Figure 10. Immunoprecipitation publication trends.

Frequently asked questions for automated IP

Can I modify the protocol to fit my own needs?

The protocols are optimized for standard IP and can be used as is, but parameters can be changed depending on your needs, for example:

- Increase the incubation time of beads with sample from 10 min to 1 hr if you have a low-abundance protein or low-affinity antibody
- Increase elution volume from 30 μ L to 100 μ L to increase protein yield if you are not doing a western blot (Figure 11)
- Change from denaturing to mild elution conditions if functional protein is desired

Is 10 min binding to the Dynabeads magnetic beads sufficient for most antibodies and proteins?

When comparing antibody-binding efficiency in different time intervals, no significant difference was observed. Thus, a 10 min incubation time is sufficient (Figure 12).

Do I have to make any compromises in quality moving from my manual Dynabeads IP protocol to the automated protocol?

We have tested the automated protocol for standard IP (direct and indirect techniques) and co-IP for different parameters such as antibody binding capacity, target protein yield, nonspecific binding, and reproducibility. We observed no significant differences in the results obtained using the automated and manual protocols.

4 common IP myths debunked

Check out our myth-busting video series at: thermofisher.com/ipmyths

Myth	Fact
Background can't be avoided.	Almost all background is removed using Dynabeads magnetic beads because all antibodies are accessible on the smooth bead surface, limiting nonspecific background.
Preclearing is necessary to get good IP results.	The preclearing step is unnecessary with Dynabeads magnetic beads. You can save time and you use half the amount of solid phase, which helps save money.
Higher capacity is better for IP.	The high capacity of Sepharose beads comes from high surface area, which may also trap a lot of unwanted protein, thereby wasting antibody. Even with lots of washing, you will end up with unwanted background. Good capacity with high yield is best.
Dynabeads magnetic beads are expensive.	With no preclearing and less antibody used, Dynabeads magnetic beads help save you money by balancing optimal capacity, yield, reproducibility, and purity.

For more information, go to thermofisher.com/immunoprecipitation

View additional IP videos at youtube.com/immunoprecipitation

- Immunoprecipitation myth videos
- Immunoprecipitation Publication Trends—The Reasons for the Shift
- Immunoprecipitation Interactive Selection Guide

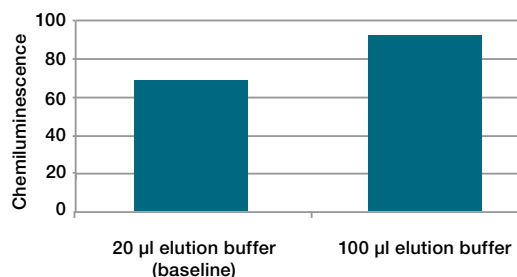


Figure 11. Increase in protein yield using 100 μ L elution buffer.

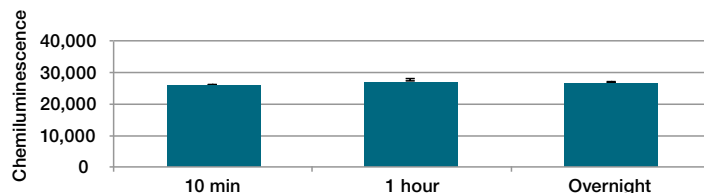


Figure 12. Different incubation times of Dynabeads Protein G with mouse IgG1 on the KingFisher Flex system.

What are the most critical parameters of the IP protocol?

The automated IP protocols are a good starting point for your IP or protein purification protocol, but you can adjust some parameters including volumes, incubation times, and elution conditions. Many parameters can be successfully changed, but some changes might decrease the output, so try to avoid changing the following parameters:

- Mixing condition after antibody binding
- Number of washing steps after antibody binding

Ordering information

Description	Cat. No.
Instruments	
KingFisher Flex Purification System with 24 Deep-Well Head	5400640
KingFisher Flex Purification System with 96 Deep-Well Head	5400630
KingFisher Duo Prime Purification System	5400110
Accessories for the KingFisher Flex system	
24 deep-well tip comb and plate	97002610
24 deep-well plate	95040480
96-tip comb for deep-well magnet (same as Cat. No. 4388487)	97002534
96-well microplate (same as Cat. No. 4388475)	97002540
96 deep-well plate (same as Cat. No. 4388476)	95040450
Accessories for the KingFisher Duo Prime system	
12-tip comb for 96 deep-well plate	97003500
6-tip combs and 24 deep-well plates	97003510
Elution strip	97003520
Combo pack for 96 deep-well plate (combs, plates, and elution strips for 96 samples)	97003530
Nucleic acid purification products	
MagMAX <i>mirVana</i> Total RNA Isolation Kit	A27828
MagMAX DNA Multi-Sample Ultra Kit	A25597
MagMAX FFPE DNA/RNA Ultra Kit	A31881
MagMAX Total Nucleic Acid Isolation Kit	AM1840
MagMAX Cell-Free DNA Isolation Kit	A29319
MagMAX Pathogen RNA/DNA Kit	4462359
Dynabeads mRNA DIRECT Purification Kit	61011
Immunoprecipitation and protein purification products	
Dynabeads Protein A	10002D
Dynabeads Protein G	10004D
Pierce Protein A/G Magnetic Beads	88803
Dynabeads M-280 Sheep Anti-Mouse IgG	11202D
Dynabeads M-280 Sheep Anti-Rabbit IgG	11204D
Dynabeads M-280 Streptavidin	11206D
Pierce Streptavidin Magnetic Beads	88817

Find out more at thermofisher.com/kingfisher

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www.thermofisher.com

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payments. Please contact your local sales representative for more information
on how we can meet your financing needs.

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Valid To	: 09/13/2021
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Payment Terms	: Net 30

WEST VIRGINIA DEPT OF AGRICULTURE

313 GUS R DOUGLAS LN

CHARLESTON
WV 25312 US

ATTN:

WE ARE PLEASED TO QUOTE ON YOUR REQUIREMENT AS FOLLOWS

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
4	5400630	KF FLEX WITH 96 DW HEAD EACH	1	\$65,600.00	\$65,600.00	\$65,600.00
5	TRN00340	SMARTSTART KINGFISHER, 1DAY CS EACH	1	\$3,500.00	\$0.00	\$0.00

Estimated Shipping & Handling : \$375.00

Total: \$65,975.00

Quotation: S4276043
June 14, 2021

Optional Items:

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
6	ZG11SCKF9 6DW	AB ASSURANCE,KINGFISHER 96DW PC	1	\$7,440.00	\$7,440.00	\$7,440.00

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4. We may terminate this quotation upon written notice.
5. This quotation contains our confidential pricing information which if disclosed to third parties could cause competitive harm to us. Subject to overriding obligations to third party funding agencies or governmental entities, the customer agrees to keep all pricing information contained herein confidential.

Devon Hall
Sales Representative

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1.2 Supplementary Terms. Some of our products are subject to additional software licenses, limited use label licenses or other written contract terms that you will not find here (“Supplementary Terms”). You will find any Supplementary Terms that apply to your purchase in our quotation to you, on thermofisher.com, or in literature that accompanies the product. You can also obtain copies from Customer Services.

1.3 Terms Conflict. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) the quotation; (b) any applicable Supplementary Terms; and (c) finally these Terms. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in this Agreement differ from the terms of your offer, this Agreement will serve as the governing terms for our contract.

1.4 When Agreement takes Effect. The Agreement between us is created when you receive email confirmation that we have accepted your order.

2. Price

2.1 Determining Price. We may change our prices at any time without notice. Prices we quote you are valid for 30 days, unless we state otherwise in writing. If no price has been specified or quoted to you, the price will be the product price on thermofisher.com in effect at the time we accept your order.

2.2 Taxes and Fees. Our product prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

2.3 Delivery Fees; Freight Policy. You are also responsible for standard delivery and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will also add these to your invoice.

3. Cancellation and Changes

Once you have placed your order, you cannot cancel or change it without our written consent.

4. Payment

4.1 Payment Terms. We will invoice you for the product price and all other charges due when we ship you the products. Unless we have agreed otherwise in writing, you will pay us within 30 days from your receipt of invoice. Each order is a separate transaction, and you may not off-set payments, including from one order against another. We reserve the right to require you to make full or partial payment in advance, or provide other security to our satisfaction, if we believe in good faith that your financial condition does not justify the payment terms otherwise specified. You will make all payments in the currency specified in our invoice to you.

4.2 Late Payment. If you are late in making payment then, without affecting our other rights you will make payment to us, upon our demand, of a late-payment charge. The late payment charge will be calculated as interest on the sums due from the payment due date until you make payment in full, at the rate of 1.5% per month, or, if less, the maximum amount allowed by law and will also include our reasonable costs of collection (including collection agency fees and attorneys’ fees). We also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if you do not pay us when due, or if you otherwise do not perform your obligations in this Agreement.

5. Delivery

5.1 Delivery. We will ship products to the destination you specify in your order, FCA Incoterms 2010 our shipping point. By agreeing to these Terms, you (i) give your consent for us to arrange for carriage for all products supplied hereunder on your behalf; and (ii) waive your right to arrange carriage or to give us any specific instructions regarding carriage. We may, in our discretion, make partial shipments and invoice each shipment separately. Our shipping dates are approximate only, and we will not be liable for any loss or damages resulting from any delay in delivery. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If our delivery of a product to you is delayed due to any cause within your control, we will place the delayed products in storage at your risk and expense.

6. Risk of Loss and Title

Excluding software incorporated within or forming part of a product, which we or our licensors continue to own, title to and risk of loss of the products will pass to you when we load them onto the commercial carrier at our facility.

7. Returns and Shortages

7.1 Returns. Customer Services must pre-authorize all product returns. Customer Services will approve return of any product that is damaged or defective on receipt, provided you contact Customer Services within five days after receiving the product and provided such damage or defect has not been caused by any failure by you or the carrier to handle or store products using reasonable care or as otherwise indicated on the label. If you do not contact us within this five day period, we will deem the product to be accepted, but you will not lose any warranty rights.

7.2 Product-Credit Eligibility. If we exercise our discretion to authorize a product for return then the product must arrive at our facilities in a condition satisfactory for resale. Any return not due to our error is subject to a restocking charge of 25% of the sale price. We do not credit shipping charges. You will not receive credit for any product returned without our prior consent.

8. Warranties

8.1 Limited Warranties for Consumables and General Labware. Unless a different warranty is included in applicable Supplementary Terms or product

literature or on the relevant thermofisher.com product pages, we warrant that each consumable and item of general labware will meet its specifications in our published catalogs or associated Supplementary Terms. This warranty lasts from the time we ship the consumable or item of general labware until the earlier of: (a) the consumable's or item of general labware's expiry or "use by" date; and (b) its specified number of uses. If we do not specify the expiry date, the number of uses, or a different warranty period, the warranty will last for twelve (12) months from the date we ship the product.

8.2 **Limited Warranties for Instruments.** Unless a different warranty is included in applicable Supplementary Terms, or in the applicable quotation, we warrant that instruments will be free of defects in materials and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for twelve (12) months from the date we ship the instrument to you, or in the case of instruments that require installation by our personnel, twelve (12) months from installation, but in no event longer than fifteen (15) months from the date we ship the instrument to you.

8.3 **Limited Warranty for Spare Parts.** We also warrant that spare parts you purchase from us and that we install, or are installed by a company we have certified as an authorized installer, will be free of defects in materials and workmanship for three (3) months from the date we deliver them, or, if longer, the original warranty period of the instrument in which the part is installed. We do not provide warranties for parts that you do not purchase from us or that we do not install. These parts are provided "as is".

8.4 **Exclusions.** In addition to our exclusion for third party products as set out in Section 8.7 of these Terms, our warranties do not apply to (a) normal wear and tear; (b) accident, disaster or event of force majeure; (c) your misuse, fault or negligence; (d) causes external to the products such as, but not limited to, power failure or electrical power surges; (e); instruments sold to you as 'used' products; (f) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner by you or any third party (including the carrier), such as, but not limited to, failure to follow our instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications, or operation or contact with unapproved software, materials, chemicals or other products; or (g) products manufactured in accordance with specifications you gave us. ADDITIONALLY, 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 US WITHOUT OUR PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS WE HAVE NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

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(b) OF FITNESS FOR ANY PARTICULAR PURPOSE; AND/ OR

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8.7 **Third Party Products.** We do not support or make any warranties about products manufactured or supplied by third parties that you purchase through any of our sales channels. When you buy a third party product, we will let you know that this purchase is governed by the third-party's own contract terms. You must look directly to the relevant third-party manufacturer for product support, warranties, and to make warranty claims. We agree, however, to assign to you any warranty rights we may receive from the original manufacturer or third party supplier, to the extent the original manufacturer or third party supplier allows.

9. **Indemnification**

9.1 **Our Indemnity.**

(A) **Our Infringement Indemnity.** We will defend and indemnify you against infringement damages finally awarded in any legal action brought by a third party against you alleging infringement of any intellectual property rights owned by third parties arising directly and solely from a product, as manufactured and provided by us to you, but always excluding use and/or combination of such product with other products or components. This infringement indemnity does not apply to (a) claims that arose based on your failure to comply with the Agreement; (b) claims that arose based on your failure to acquire any applicable additional intellectual property rights related to your use of the products ("Additional Rights"); (c) products that we made, assembled or labeled in reliance upon your instructions, specifications, or other directions; (d) your use or resale of products; (e) modifications made by you or any third party; or (f) products originating from third parties.

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(B) **Conditions to Our Indemnity.** As a condition to our indemnification obligations you must (a) notify us in writing, as soon as you become aware of any claim; (b) not admit any liability or take any other action in connection with the claim that could affect the defense; (c) allow us to solely control the defense or settlement of the claim; (d) give us your reasonable information, co-operation and assistance; and (e) take all reasonable steps to mitigate losses incurred, including allowing us to exercise any and all of options set out in Section 11.4 of these Terms.

9.2 **Your Indemnity of Us.** If a third party makes a claim against us for infringement of its intellectual property rights based on (a) our manufacture or sale of a product or custom product we make under your instructions, specifications, or other directions, or using materials that you provide to us, (b) your failure to comply with the Agreement, (c) your failure to acquire any applicable Additional Rights, or (d) your modification, use or resale of a product, then you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that we may have to pay as a result of the claim.

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10.4 **Return of Software and Documentation.** You agree, upon termination of this license, immediately to return to us all software products and related documentation provided hereunder and all copies and portions thereof.

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11.2 **Commercial Applications; Additional Rights.** Unless we expressly state otherwise in Supplementary Terms, we give no rights to use our products in any commercial application, including manufacturing, quality control, commercial services such as reporting the results of your activities for a fee or other consideration, or in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. If you need commercial use rights in respect of our products (including the right to perform fee-for services), please contact our out-licensing department at outlicensing@thermofisher.com. Where your use of our product is outside the scope of the Agreement, it is solely your responsibility to acquire Additional Rights.

11.3 **Intellectual Property Ownership.** Unless otherwise specified in applicable Supplementary Terms, we exclusively own all intellectual property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for us, or jointly by you and us, in relation to processes, designs and methods utilized in manufacture of a custom product. You agree to transfer and assign to us all your right, title, and interest in and to any joint intellectual property. At our request and at our expense, you will help us secure and record our rights in such intellectual property.

11.4 **Intellectual Property Infringement.** We want to avoid claims of intellectual property infringement. If we believe a product we have sold to you may be subject to a claim for intellectual property infringement, you must allow us (at our option) to either (a) secure for you the right to continue using the product; (b) substitute the product with another suitable product with similar functionality; or (c) tell you to return the product to us and we will refund to you the price you paid. In the case of instruments, we will take off a reasonable amount for the instrument's use, damage or because it is now out of date or out of use.

12. Custom Products

12.1 **Declining to Make or Deliver.** If you ask us to manufacture a custom product, we may decline to design or manufacture that product at any stage of the process if the product is unsuitable or commercially impractical to manufacture as specified. If so, we will notify you, and you will not be obligated to pay any fees for any expenses we incurred in connection with the declined product. If a custom component or material fails, we may delay or cancel a custom product's delivery without liability to us.

12.2 **Your Responsibilities.** By submitting an order for a custom product, you represent and agree that you (a) have given us all information you know of regarding any biological, radiological, and chemical hazards associated with the handling, transport, exposure to, or other use of the materials you supply to us; and (b) have the requisite rights, including but not limited to any necessary intellectual property rights, to instruct manufacture of such product.

13. Instrument-Related Services

When you purchase an instrument, we may install it and provide training, maintenance, repairs, or any other services that you and we expressly agree on ("Instrument Services"). We also offer annual and other instrument-service plans. All Instrument Services are subject to our Instrument Services Supplementary Terms. For full details of our instrument-service plans and to obtain a copy of our Instrument Services Supplementary Terms, please check our website and/or contact Customer Services.

14. Limitations and Exclusions of Liability

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ALL COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT YOU MIGHT INCUR UNDER THE AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

(B) IN ADDITION, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR ANY PRODUCT UNIT OR SERVICE, IS LIMITED TO 120% OF THE AMOUNT YOU PAID TO US FOR THE SPECIFIC PRODUCT PURCHASED THAT GAVE RISE TO THE LIABILITY.

(C) THE PROVISIONS ABOVE IN THIS SECTION 14 DO NOT LIMIT OUR LIABILITY THAT CANNOT BE LIMITED BY LAW, INCLUDING BUT NOT LIMITED TO LIABILITY FOR FRAUD AND DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

15. Export Restrictions

15.1 Items. You acknowledge that each product and any related software and technology, including technical information we supply you, including those contained in product documents (collectively “Items”), is subject to U.S., EU and local government export controls.

15.2 Export Controls. The export controls may include, among others, those of the Export Administration Regulations of the U.S. Department of Commerce (the “EAR”), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries.

15.3 Compliance Requirements. You must comply with the EAR, and all other applicable laws, regulations, treaties, and agreements relating to the export, re-export, and import of any Item. You must not, directly or indirectly, without first obtaining the required license to do so from the appropriate U.S. government agency; (a) export, re-export, distribute or supply any Item to (a) any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government; (b) any person or entity who is involved in improper development or use of nuclear weapons or of chemicals/biological weapons, or missiles, or in terrorist activities. You will, if we request, provide information on the end user and end use of any Item you export or plan to export.

15.4 Audit Cooperation. You will cooperate fully with us in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and will indemnify and hold us harmless from, or in connection with, your or your consultants’, agents’ or employees’ violation of this Section 15.

16. Miscellaneous

16.1 No Assignment. You may not delegate any duties nor assign any rights or claims hereunder without our prior written consent, and any such attempted delegation or assignment will be void.

16.2 Governing Law. The Agreement and performance under it will be governed by the laws of (a) the state of Massachusetts, if you are located in the USA or Canada; or (b) the laws of the country where the selling entity (as specified on your order confirmation from us) is located, if you are not located in the USA or Canada. In the event of any legal proceeding between you and us relating to the Agreement, neither party may claim the right to a trial by jury. Any action arising under the Agreement must be brought within one year from the date that the cause of action arose. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

16.3 Regulatory Restrictions. In addition to the restrictions set out in Section 11 of these Terms: (a) you must use our products in accordance with our instructions; (b) you are solely responsible for making sure that the way you use our products complies with applicable laws, regulations and governmental policies; (c) you must obtain all necessary approvals and permissions you may need; and (d) it is solely your responsibility to make sure the products are suitable for your particular use.

16.4 Uncontrollable Circumstances. We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.

16.5 No Waiver; Invalidity. Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. No person other than you or us will have any rights under the Agreement.

16.6 Headings. Headings are for convenience only and shall not be used in the interpretation of these Terms.

16.7 Confidentiality. You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any gene sequences, oligo types or sequences) received from us as a result of discussions, negotiations and other communications between us in relation to our products or services.

16.8 Notices. Any notice or communication required or permitted under these Terms must be in writing and will be deemed received when personally delivered, or 3 business days after being sent by certified mail, postage prepaid, to a party’s specified address.

16.9 Requirement to Reduce to Writing. No waiver, consent, modification, amendment or changes to the terms of the Agreement will be binding unless in writing and signed by both of us. Our failure to object to terms contained in any subsequent communication from you will not be a waiver or modification of our Agreement.

16.10 Severability. Any provision of the Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Updated March 26, 2019