



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

Header @ 2

 List View

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

Procurement Folder: 1379547

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 1400

Vendor ID: 

SO Doc ID: AGR2400000011

Legal Name: LIFE TECHNOLOGIES CORPORATION

Published Date: 3/14/24

Alias/DBA:

Close Date: 3/28/24

Total Bid: \$148,269.26

Close Time: 13:30

Response Date: 

Status: Closed

Response Time:

Solicitation Description:

Responded By User ID: 

Total of Header Attachments: 2

First Name:

Total of All Attachments: 2

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: 1379547
Solicitation Description: Real-Time PCR Systems & Magnetic Particle Processor
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-03-28 13:30	SR 1400 ESR03262400000005394	1

VENDOR
 000000175344
 LIFE TECHNOLOGIES CORPORATION

Solicitation Number: CRFQ 1400 AGR2400000011
Total Bid: 148269.26000000000093132257461 **Response Date:** 2024-03-27 **Response Time:** 17:09:49
Comments: Net 30, No Discounts

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

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Overall To Cost of Real-Time PCR Systems & Magnetic	1.00000	EA	148269.260000	148269.26

Comm Code	Manufacturer	Specification	Model #
41102600			

Commodity Line Comments: Optional
 1 - QuantStudio Service (1 year) \$5,508.00 x 2 = \$11,016.00
 2 - KingFisher Service (1 year) \$6,661.50

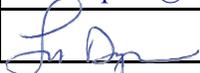
Extended Description:

See attached documentation for further details.

EXHIBIT A - PRICING PAGE

Real-Time PCR Systems & Magnetic Particle Processor

CRFQ AGR24*11

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
1	Real-Time PCR System	ABI QS5 A28568	2	\$45,753.13	\$91,506.26
2	Magnetic Particle Processor with PCR head (96 Deep)	ThermoFisher KF Flex 5400630	1	\$56,763.00	\$56,763.00
3	Real-Time PCR On-Site Software Training for 1 day	A25784	1	\$0.00	\$0.00
	Failure to use this form may result in disqualification			GRAND TOTAL	\$148,269.26
	Bidder / Vendor Information				
Name:	Life Technologies Corporation				
Address:	5781 Van Allen Way				
	Carlsbad, CA 92008				
Phone:	790-795-7856				
Email Address:	lori.drapeau@thermofisher.com				
Authorized Signature:					

March 27, 2024

Submission online via WV Oasis

State of West Virginia – Department of Agriculture
Purchasing Division
2019 Washington Street E
Charleston, WV 25305

Attention: Larry McDonnell

Re: CRFQ 1400 AGR240000011

Title: Real-Time PCR Systems & Magnetic Particle Processor

Due Date and Time: March 28, 2024 @ 1:30PM EST

Dear Mr. McDonnell:

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

1. The present cover letter;
2. Completed and Executed RFQ documents;
3. Quotation No. S5355819;
4. Exhibit A – Pricing Page;
5. Product Information;
 - a. Quantstudio 5
 - b. KingFisher
 - c. Service Plans
6. The State of West Virginia General Terms and Conditions, as revised;
7. Life Technologies’ Terms and Conditions of Sale (“Sales Terms”); and
8. Life Technologies’ Instrument Services Terms and Conditions of Sale (“Service Terms”).

Please note that any resulting purchase order and/or contract shall be governed by the terms and conditions of the ITB, with the State of West Virginia General Terms and Conditions as revised, collectively with the Life Technologies’ Sales Terms and Service Terms to the extent allowable under the applicable laws of the State of West Virginia.

The following exceptions are made to the terms and conditions of the ITB:

1. **Instructions to Vendors Submitting Bids, General Terms and Conditions, Pgs 9-22:**
This document is replaced with the attached revised document as provided in #6.

2. **Instructions to Vendors Submitting Bids, Specifications – Section 6.4 and Section 6.5. Pgs 27-28:**

This section is deleted in its entirety and replaced with Section 7 of Life Technologies Terms and Conditions of Sale.

If you have any questions related to our products or pricing, please contact our Sales Representative, Colleen Mock, by phone at 412-551-8127 or via email at colleen.mock@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,



Lori Drapeau

Contracts Specialist

Life Sciences Legal

Thermo Fisher Scientific

Life Technologies Corporation

Phone: 760-795-7856

Email: lori.drapeau@thermofisher.com

Attachments / Enclosures

**The State of West Virginia
Department of Agriculture**

CRFQ 1400 AGR2400000011

Title: Real-Time PCR Systems & Magnetic Particle Processor

Life Technologies Corporation
Completed RFQ Documents



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
 Agricultural

Proc Folder: 1379547		Reason for Modification:	
Doc Description: Real-Time PCR Systems & Magnetic Particle Processor			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
		CRFQ 1400 AGR2400000011	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Life Technologies Corporation
Address :
Street : 5781 Van Allen Way
City : Carlsbad
State : CA **Country :** USA **Zip :** 92008
Principal Contact : Lori Drapeau, Contracts Specialist
Vendor Contact Phone: 760-795-7856 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X

FEIN# 33-0373077

DATE March, 27 2024

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division, is soliciting bids for the West Virginia Department of Agriculture, Animal Health Division to establish a contract for the one-time purchase of two (2) Real-Time PCR Systems and a Magnetic Particle Processor, per the attached documentation.

INVOICE TO

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

SHIP TO

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	Overall To Cost of Real-Time PCR Systems & Magnetic	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41102600			

Extended Description:

See attached documentation for further details.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor questions due by 2:00PM EST	2024-03-21

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

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

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: March 21, 2024 at 2:00PM

Submit Questions to: Larry D. McDonnell
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: larry.d.mcdonnell@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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: March 28, 2024 at 1:30PM EST

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

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

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

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

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

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

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

(Company)

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION
Real-Time PCR System and a Magnetic Particle Processor
CRFQ AGR24*11

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture, Animal Health Division to establish a contract for the one-time purchase of two Real-Time PCR Systems and 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 Real-Time PCR System and 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 **Real-Time Polymerase Chain Reaction (PCR) System**
 - 3.1.1.1 Real-Time PCR System must be capable of analyzing a minimum 96 samples simultaneously in a 96-well format, must perform quantitative real-time PCR and qualitative post-PCR (endpoint) analysis, capable for multiple dye calibration including FAM™/SYBR®Green I, VIC®/JOE™, NED™/TAMRA™/Cy3®, ROX™/TEXAS RED, and Cy5®. Must have specialized application specific software that collects and analyzes fluorescent data for the applications of Absolute Quantitation, Relative Quantitation (gene expression), and Relative Standard Curve.
 - 3.1.1.2 Real-Time PCR System Software must be compatible with Windows 10 or above.

REQUEST FOR QUOTATION
Real-Time PCR System and a Magnetic Particle Processor
CRFQ AGR24*11

- 3.1.1.3** Real-Time PCR System must be validated by USDA to perform the Real-Time RT PCR for the detection of African Swine Fever, Classical Swine Fever, and Foot and Mouth Disease.
- 3.1.1.4** Must provide a minimum One year warranty for parts, labor and service travel.
- 3.1.1.5** Must provide Notebook Computer with minimum processing speed of 2.7GHz, minimum 4G Ram memory, minimum 250GB hard drive.
- 3.1.1.6** Must provide a minimum one-day onsite Real-Time PCR onsite training for a minimum of 5 individuals including demonstration of use of system and assistance programming specific protocols that will be provided by agency
- 3.1.1.7** Must provide an optional one-year preventative maintenance assurance plan that includes:
 - 3.1.1.7.1** Annual, no-charge preventative maintenance visit
 - 3.1.1.7.2** Parts, labor, and travel for remedial repairs
 - 3.1.1.7.3** Guaranteed priority response time of a maximum 3 business days after receipt of service call
 - 3.1.1.7.4** Remedial repair should be completed within a maximum of 3 business days
 - 3.1.1.7.5** Telephone and email access to application technical support
 - 3.1.1.7.6** Telephone and email access to instrument technical support
 - 3.1.1.7.7** Remote monitoring and diagnostic service for instrument faults or errors.
- 3.1.1.8** Instruments validated by USDA to perform the Real-Time RT PCR for the required testing include Applied Biosystems (Life Technologies) 7500 Real-Time Instrumentation; Applied Biosystems (Life Technologies) 7500FAST Real-Time Instrumentation; and QuantStudio 5 Real-Time Instrumentation.
- 3.1.1.9** Unit price bid amount must include shipping and handling charges.

3.1.2 Magnetic Particle Processor

- 3.1.2.1** 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

REQUEST FOR QUOTATION
Real-Time PCR System and a Magnetic Particle Processor
CRFQ AGR24*11

of nucleic acids, protein and cells. Must employ magnetic particle technology for biomolecular purification. Must be able to process sample volumes ranging from a minimum of 50ul to a maximum of 1000ul.

3.1.2.2 Magnetic Particle Processor must be compatible with Windows 10 or greater.

3.1.2.3 Magnetic Particle Processor must be compatible with MagMax™ reagent kits. 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. Certification documentation must be provided if instrument is not listed in 3.1.2.4.

3.1.2.4 Must be validated by USDA to extract for Real-Time PCR for the required testing. USDA validated instruments include: BioSprint® 96; KingFisher™ 96; KingFisher™ Flex; or MagMAX™ Express

3.1.2.5 Must provide a minimum of 1-day Real-Time PCR On-Site Software Training for a minimum 5 individuals including demonstration of use of system and assistance programming specific protocols that will be provided by agency

3.1.2.6 Must provide an optional one-year preventative maintenance assurance plan that includes:

3.1.2.6.1 Annual, no-charge preventative maintenance visit

3.1.2.6.2 Parts, labor, and travel for remedial repairs

3.1.2.6.3 Guaranteed priority response time of a maximum of 3 business days after receipt of service call

3.1.2.6.4 Remedial repair should be completed within a maximum of 3 business days

3.1.2.6.5 Telephone and email access to application technical support

3.1.2.6.6 Telephone and email access to instrument technical support

3.1.2.6.7 Remote monitoring and diagnostic service for instrument faults or errors.

3.1.2.7 Unit price bid amount must include shipping and handling charges.

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

REQUEST FOR QUOTATION
Real-Time PCR System and a Magnetic Particle Processor
CRFQ AGR24*11

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

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

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at West Virginia Department of Agriculture-Moorefield Field Office, Animal Health Division, 60B Industrial Park Road, Moorefield, WV 26836.

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

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

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

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that 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,

REQUEST FOR QUOTATION
Real-Time PCR System and a Magnetic Particle Processor
CRFQ AGR24*11

or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7 VENDOR DEFAULT:

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**The State of West Virginia
Department of Agriculture**

**CRFQ 1400 AGR2400000011
Title: Real-Time PCR Systems & Magnetic Particle Processor**

Life Technologies Corporation
Quotation S5355819

Life Technologies Corporation

5781 Van Allen Way
 Carlsbad, CA 92008
 Fax No.: 1-800-331-2286 USA
 To Order: 1-800-955-6288 USA
www.thermofisher.com

To place an order from this quote, sign in to your account at thermofisher.com

Alternatively, you can email your order to
NAInstrumentOrders@thermofisher.com
 or Fax it to 877-680-2537.

To ensure you receive your discount pricing, please clearly reference your quotation number on your purchase order. Please issue your **Purchase Order to: Life Technologies Corporation.**

We now offer highly competitive financing options with low monthly payments. Please contact your local sales representative, or click [here](#) for more information on how we can meet your financing needs.

Valid From	: 02/01/2024
Valid To	: 04/30/2024
Freight Terms	: FOB DESTINATION - FRT QUOTED
Payment Terms	: Net 30

WEST VIRGINIA DEPT OF AGRICULTURE
...
60B MOOREFIELD INDUSTRIAL PK
MOOREFIELD, WV 26836 US
ATTN:

WE ARE PLEASED TO QUOTE ON YOUR REQUIREMENT AS FOLLOWS

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
1	A28568	QS5 0.1ML QPCR SYSTEM, LAPTOP EACH Dell Laptop computer minimum specs: * Processor speed of 2.7GHz minimum * 4GB Ram memory minimum * Windows 10 Operating system * 250GB hard drive minimum * DVD RW drive	2	\$60,500.00	\$45,375.00	\$90,750.00
2	4351979	FAST 96 WELL RNASE P VERIF PLATE	2	\$1,000.00	\$0.00	\$0.00
3	4483485	FAST 96W HARDSHELL PLATE CLEAR ,20 PCS PK	2	\$143.00	\$0.00	\$0.00

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
		MicroAmp® EnduraPlate Optical 96-Well Fast Clear Reaction Plate with Barcode, 0.1mL, 20 plates				
		Applied Biosystems® MicroAmp® EnduraPlate™ plastic consumables offer excellent PCR or qPCR performance in formats developed to meet your experimental needs. All of our plastic consumables are validated with Applied Biosystems® instruments for optimal fit and performance. With the new EnduraPlate™ reaction plates, there is now a solution for work that requires special handling and an even greater degree of durability for use with multi-instrument experiments				
4	4360954	OPTICAL ADHESIVE COVERS 25 PCS/ PACK	2	\$100.00	\$0.00	\$0.00
7	5400630	KF FLEX WITH 96 DW HEAD EACH	1	\$75,400.00	\$56,550.00	\$56,550.00
10	A25784	ONE DAY TRAIN ON SITE ANML HLT 1 day	1	\$788.00	\$0.00	\$0.00

Estimated Shipping & Handling : \$969.26

Total: \$148,269.26

Optional Items:

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
6	ZG11SCQS 5FAST	AB ASSURANCE,QSTUDIO5,0.1ML PC	2	\$7,344.00	\$5,508.00	\$11,016.00
9	ZG11SCKF9 6DW 96DW	AB ASSURANCE,KINGFISHER PC	1	\$8,882.00	\$6,661.50	\$6,661.50

This quotation, and Life Technologies' **GENERAL TERMS AND CONDITIONS OF SALE** (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life Technologies is offering to sell the product(s) or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) or services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life Technologies' General Terms and Conditions of Sale to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life Technologies, and that the purchase and sale transaction between you and Life Technologies is subject to and will be governed by this quotation and Life Technologies' General Terms and Conditions of Sale.

Customers may be required to evaluate as a discount, for cost-reporting purposes, the value of any Product listed as \$0.00 on any invoice. The Product listed as \$0.00 represents an in-kind discount and is included in the total fair market value price for the instrument product.

Life Technologies' General Terms and Conditions of Sale can be found on Life Technologies' website at <http://www.thermofisher.com/termsandconditions> under the "terms and conditions" link at the bottom of the webpage.

NOTE: Customer MUST reference quotation number when ordering to receive discounts

ADDITIONAL TERMS AND CONDITIONS OF QUOTATION

1. This quotation shall apply only to direct order purchases. In order to receive quoted prices, the quotation number must be referenced at time of order. Credits will not be issued for orders not referencing quotation numbers.
2. The effective dates of this quotation appear on the first page unless otherwise noted.
3. Percentage discounts in this quotation will be calculated from our current price for the applicable product. Discounts will be calculated from single unit catalog price. We reserve the right to change our prices at any time. Any increase or decrease to the price of a product would result in a change to your discounted price. Certain discounts are based on categories of products (e.g., "Pricing Product Line" or "PPL" discounts) that might change over time. We reserve the right to re-align products within a category or add or remove products to or from a specific category at any time. Such realignment, addition or removal may result in a change to your discounted price for a particular product.
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.

Colleen Mock
colleen.mock@thermofisher.com
Sales Representative

**The State of West Virginia
Department of Agriculture**

CRFQ 1400 AGR2400000011

Title: Real-Time PCR Systems & Magnetic Particle Processor

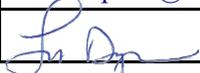
Life Technologies Corporation

Exhibit A- Pricing Page

EXHIBIT A - PRICING PAGE

Real-Time PCR Systems & Magnetic Particle Processor

CRFQ AGR24*11

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
1	Real-Time PCR System	ABI QS5 A28568	2	\$45,753.13	\$91,506.26
2	Magnetic Particle Processor with PCR head (96 Deep)	ThermoFisher KF Flex 5400630	1	\$56,763.00	\$56,763.00
3	Real-Time PCR On-Site Software Training for 1 day	A25784	1	\$0.00	\$0.00
	Failure to use this form may result in disqualification			GRAND TOTAL	\$148,269.26
	Bidder / Vendor Information				
Name:	Life Technologies Corporation				
Address:	5781 Van Allen Way				
	Carlsbad, CA 92008				
Phone:	790-795-7856				
Email Address:	lori.drapeau@thermofisher.com				
Authorized Signature:					

**The State of West Virginia
Department of Agriculture**

CRFQ 1400 AGR2400000011

Title: Real-Time PCR Systems & Magnetic Particle Processor

Life Technologies Corporation
Product Information

**The State of West Virginia
Department of Agriculture**

CRFQ 1400 AGR2400000011

Title: Real-Time PCR Systems & Magnetic Particle Processor

Life Technologies Corporation
QuantStudio 5



QuantStudio 3 and QuantStudio 5 Real-Time PCR Systems

Just the right everything

Data within your reach

Applied Biosystems™ QuantStudio™ 3 and 5 Real-Time PCR Systems allow you to remotely monitor your runs, as well as easily access and securely share results with colleagues anywhere, anytime with Connect, our cloud-based platform. When your data are always within reach, the answers shaping the future of science are never far away.



Interactivity

- Run and edit directly from touchscreen



Accessibility*

- Access experiment runs from any location, anytime, with remote monitoring
- Wi-Fi-enabled connectivity
- Utilize portable devices to quickly analyze data when you need to



Connectivity*

- Telemetry data monitoring to proactively anticipate maintenance needs
- Calendars to schedule time on shared instruments for the best utilization and return on investment
- Integration with scientific analysis apps and peer collaboration tools
- Remote support from our services team
- World-class data security on an Amazon Web Services™ platform



Collaboration*

- Quickly share data sets and protocols online
- Send large files securely around campus or around the world
- Integrate and analyze multiple data sets and data types into one project

* Internet access and Connect cloud-based account required.

Obtain results you can trust—Detect differences in target quantity as small as 1.5-fold in singleplex reactions and obtain 10 logarithmic units of linear dynamic range (Figure 1).



Helps save valuable time—

Applied Biosystems™ VeriFlex™ Blocks with 3 or 6 independent temperature zones provide flexibility to run multiple experiments simultaneously. Fast thermal cycling is also available, enabling results in less than 30 minutes.

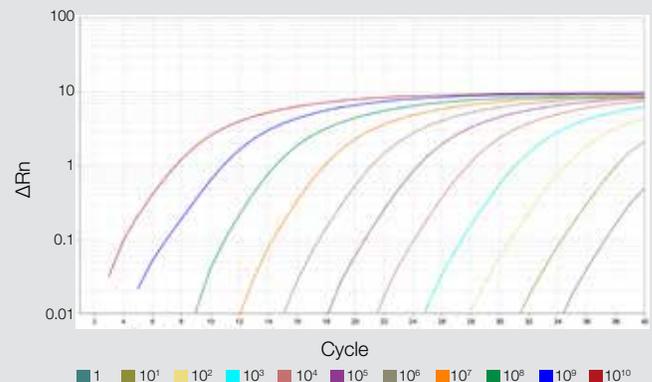


Figure 1. Real-time PCR reproducibility. This plot shows results from amplification of KAZ plasmid DNA in 10-fold dilutions using the 96-well block. The data show highly reproducible results over 10 logarithmic units of input template amount, illustrating the broad linear dynamic range of the system.

Simple, intuitive interface—at your fingertips

The interactive touchscreen interface and simplified Applied Biosystems™ QuantStudio™ Design and Analysis Software make it easy to get started and stay organized.

- Software can be accessed either via desktop or online
- Easily identifiable icons guide you through the workflow to set up runs and analyze experiments
- Graphical interface allows easy editing of experimental conditions and viewing of plate layout (Figure 2A)

- Manipulate view to a particular graph or data point (Figure 2B)
- Option to pause a real-time PCR run on demand
- Preoptimized protocol templates allow quick selection of default protocols for standard applications
- Locked workflow feature allows for experimental consistency in tightly controlled environments

Service and support plans designed for you

Our extended warranty plans are designed to maximize instrument performance and help ensure availability of critical systems with preventive maintenance, proactive instrument monitoring, remote diagnostic capabilities, and—should one of your instruments require repair—fast response. Benefits include:

- Guaranteed 2 business day response time*
- Scheduled on-site planned maintenance (PM)
- Parts, labor, and travel for repair
- Remote instrument diagnostics
- Priority access to remote service engineer

To learn more about our services and support solutions, go to thermofisher.com/instrumentservices

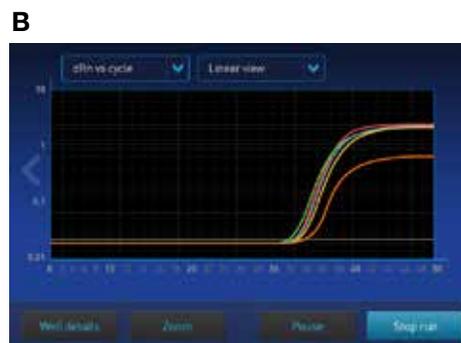


Figure 2. Graphical interface. Software allows (A) easy editing of thermal cycling conditions and viewing of plate layout, and (B) viewing of amplification plots and drilling down to a subset of sample wells.

* Guaranteed response times vary by region.

Get started quickly—Instrument is factory-calibrated for optical and thermal accuracy, quick installation, and immediate use.

Skip the learning curve—Sign into EducationConnect with your Connect account for an online course on installing, operating, and maintaining your instrument. To begin the course, go to thermofisher.com/quantstudio3-5training.

Maximize benchtop space—Compact instrument can be configured as a stand-alone unit or with a computer to fit most laboratory needs (instrument dimensions: 27 x 50 x 40 cm).



Establish standard operating procedures and compliance with ease—Locked protocol templates, in-run quality control (QC) feedback, and QC traceability of consumables

offer greater control of experimental data. Real-time data markup language (RDML) export is available for compatibility with MIQE guidelines.

Technical specifications



	QuantStudio 3 Real-Time PCR System	QuantStudio 5 Real-Time PCR System
Sample capacity (wells)	96	96 or 384
Reaction volume	0.1 mL block: 10–30 μ L 0.2 mL block: 10–100 μ L	96-well 0.1 mL block: 10–30 μ L 96-well 0.2 mL block: 10–100 μ L 384-well block: 5–20 μ L
Excitation source	Bright white LED	
Optical detection	4 coupled filters	96-well: 6 decoupled filters 384-well: 5 coupled filters
Excitation/detection range	450–600 nm/500–640 nm	96-well: 450–680 nm/500–730 nm 384-well: 450–650 nm/500–700 nm
Multiplexing	Up to 4 targets	96-well: up to 6 targets 384-well: up to 5 targets
Maximum block ramp rate	0.1 mL block: 9.0°C/sec 0.2 mL block: 6.5°C/sec	96-well 0.1 mL block: 9.0°C/sec 96-well 0.2 mL block: 6.5°C/sec 384-well block: 6.0°C/sec
Average sample ramp rate	3.66°C/sec	
Temperature uniformity	0.4°C	
Temperature accuracy	0.25°C	
Compatible dyes	FAM™/SYBR™ Green, VIC™/JOE™/HEX™/TET™, ABY™/NED™/TAMRA™/Cy®3, JUN™, ROX™/Texas Red™	FAM/SYBR Green, VIC/JOE/HEX/TET, ABY/NED/TAMRA/Cy3, JUN, ROX/Texas Red, Mustang Purple™, Cy®5/LIZ™, Cy®5.5
Security, auditing, and e-signature (SAE) features	No	Yes, with no additional fees

Flexible, powerful secondary analysis software

Applied Biosystems™ Analysis Modules are innovative cloud-based data analysis applications that bring together multiple data sets in one convenient place and render them in stunning data visualizations for enhanced analysis and insights (Figures 3–5).

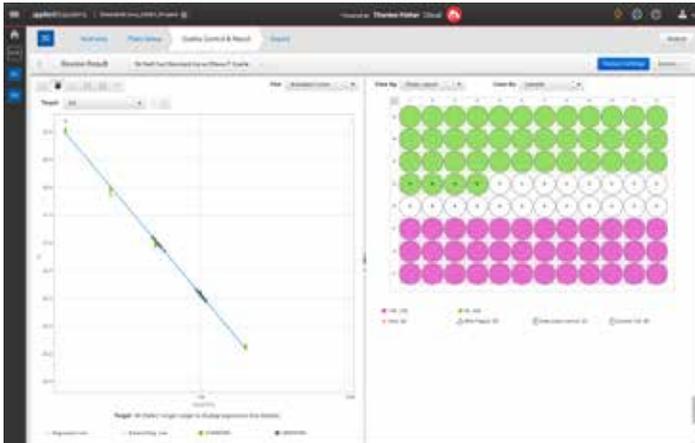


Figure 3. Absolute quantification module for gene expression analysis. The module enables analysis of genes of interest with the use of a standard curve. Additional flexibility is achieved by importing standard curves from other experiments.

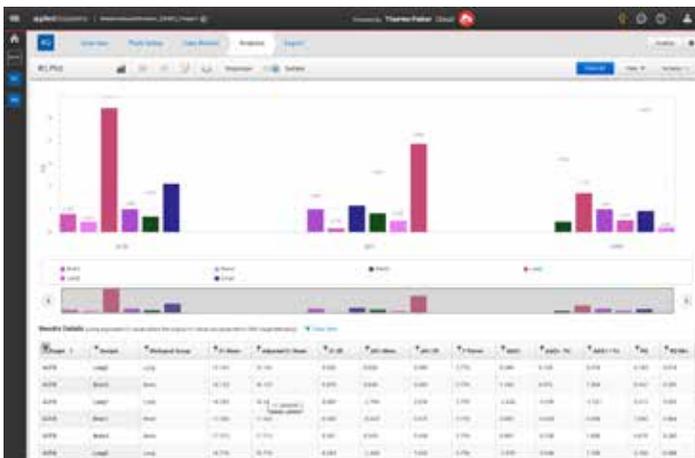


Figure 4. Relative quantification module for gene expression analysis. With this module, you can customize groupings of data within projects for a thorough comparison of data. The module also includes integrated correlation, volcano, and cluster plot analysis, with the ability to drill down to amplification plots.



Figure 5. Genotyping analysis module. This module expands on existing Applied Biosystems™ TaqMan® Genotyper™ Software with improved visuals and integrated traces of allelic discrimination plots. The module allows for thorough quality control of single-nucleotide polymorphism (SNP) assays to accurately reflect true signals vs. background noise.

High-quality data for a variety of applications

Utilizing proven Applied Biosystems™ OptiFlex™ technology and VeriFlex™ Blocks, QuantStudio 3 and 5 systems offer optimal data accuracy and sensitivity (Figure 6). Applications include analysis of gene expression, microRNAs and noncoding RNAs, SNPs, copy number variation, somatic mutations, drug metabolism enzymes, and protein expression.

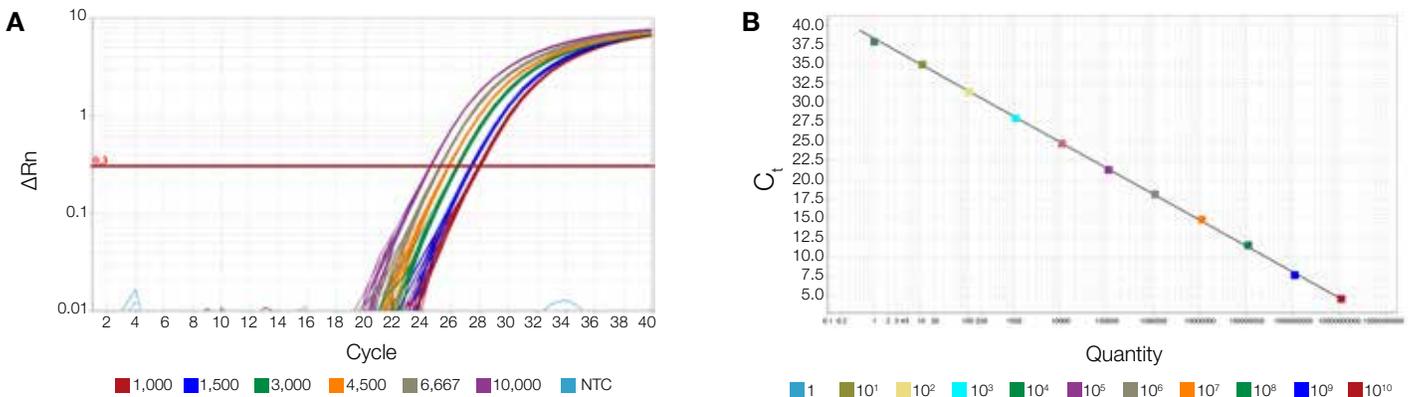


Figure 6. The QuantStudio 3 and 5 systems provide sensitive detection and high-confidence target discrimination down to 1.5-fold differences. (A) Amplification plots for 1.5-fold dilutions of a KAZ plasmid amplified with the Applied Biosystems™ PE2 TaqMan® Assay under fast run conditions using Applied Biosystems™ TaqMan® Fast Advanced Master Mix. Quantities assayed, and C_t (SD): 1,000 copies, 27.9 (0.063); 1,500 copies, 27.4 (0.059); 3,000 copies, 26.4 (0.060); 4,500 copies, 25.8 (0.047); 6,667 copies, 25.2 (0.049); 10,000 copies, 24.5 (0.041). NTC = no-template control. **(B)** Standard curve generated from the C_t values.

Assay flexibility to support your application

The QuantStudio 3 and 5 systems support probe-based assays as well as intercalating dyes (Figures 7–9). TaqMan probe-based assays, developed with powerful algorithms and optimized master mixes, enable outstanding specificity and sensitivity. Applied Biosystems™ SYBR™ Green chemistry is an economical alternative for target identification or initial qualification of assays.

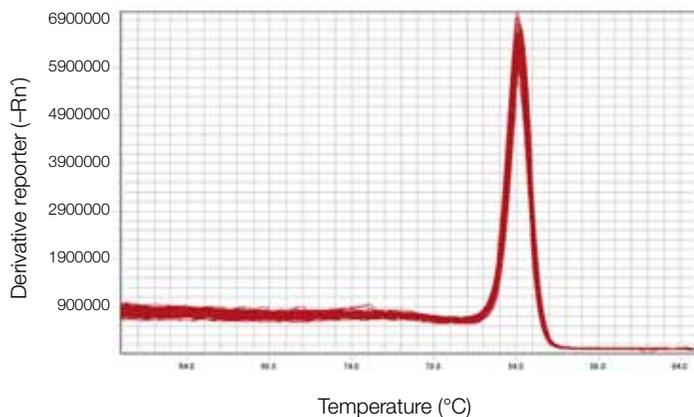


Figure 7. Melt curve analysis using the online version of the software. In this experiment, 96 replicates of human genomic DNA were amplified using Applied Biosystems™ SYBR™ Select Master Mix with primers for the *RNase P* gene, followed by a dissociation step. The reactions were performed under fast run conditions, showing C_t uniformity with a mean of 25.7 (SD 0.077), and thermal uniformity as measured by the derivative peak with a melting temperature (T_m) of 84.17°C (SD 0.07°C).

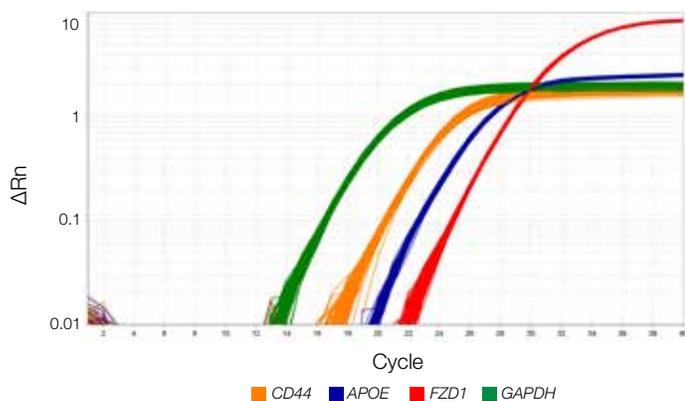


Figure 8. Multiplex gene expression analysis of 4 targets. Whole-plate amplification plots are shown of 96 replicates of cDNA made from universal human RNA (UHR) amplified under fast run conditions using Applied Biosystems™ TaqMan® Multiplex Master Mix with Mustang Purple passive reference dye. Targets and labels: *FZD1* labeled with FAM dye, *APOE* labeled with VIC dye, *CD44* labeled with ABY dye, *GAPDH* labeled with JUN dye.

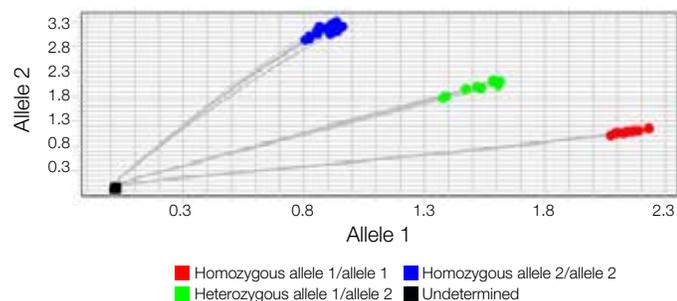


Figure 9. Genotyping analysis that includes cluster plots with data traces. An allelic discrimination plot is shown of 44 gDNA samples and 4 no-template controls (NTCs) genotyped using Applied Biosystems™ TaqMan® SNP Genotyping Assay C_29086771_20, with both PCR and allelic discrimination performed on the QuantStudio 5 Real-Time PCR System. The novel use of real-time PCR data to plot SNP cluster progress aids in calling ambiguous samples and reduces run times by displaying the optimal number of cycles necessary for maximum cluster separation.

For more information about TaqMan Assays and formats, go to thermofisher.com/taqman

Ordering information

Instruments	Cat. No.	Instrument with service—Cat. No.*
QuantStudio 3 system configurations		
QuantStudio 3 Real-Time PCR System (96-well, 0.1 mL block)**	A28136	A33777
QuantStudio 3 Real-Time PCR System (96-well, 0.2 mL block)**	A28137	A33779
QuantStudio 5 system configurations		
QuantStudio 5 Real-Time PCR System (96-well, 0.1 mL block)**	A28138	A33619
QuantStudio 5 Real-Time PCR System (96-well, 0.2 mL block)**	A28139	A33624
QuantStudio 5 Real-Time PCR System (384-well block)**	A28140	A33628

* Extended warranty packages for the QuantStudio 3 and 5 Real-Time PCR Systems include the instrument, SmartStart™ Orientation, and a 1-year AB Assurance service plan with 1 planned maintenance (PM) visit. Packages are not available in all countries. Contact your local sales representative for availability information.

** Does not include a computer. Additional Cat. No. are available that include a laptop or desktop computer.

Reagents	Quantity	Cat. No.
TaqMan Fast Advanced Master Mix	5 mL	4444557
TaqMan Fast Advanced Master Mix	50 mL	4444558
PowerUp SYBR Green Master Mix	5 mL	A25742
PowerUp SYBR Green Master Mix	50 mL	A25743
SuperScript IV VILO Master Mix	500 reactions	11756500
High-Capacity RNA-to-cDNA Kit	50 reactions	4387406

qPCR plastics	Quantity	Cat. No.
MicroAmp Optical 96-Well Reaction Plate	10 plates	N8010560
MicroAmp EnduraPlate Optical 96-Well Clear Reaction Plates with Barcode	20 plates	4483354
MicroAmp Fast Optical 96-Well Reaction Plate, 0.1 mL	10 plates	4346907
MicroAmp EnduraPlate Optical 96-Well Fast Clear Reaction Plates with Barcode	20 plates	4483485
MicroAmp Optical 384-Well Reaction Plate with Barcode	50 plates	4309849
MicroAmp EnduraPlate Optical 384-Well Clear Reaction Plates with Barcode	20 plates	4483285
MicroAmp Optical Adhesive Film	100 covers	4311971

Instrument qualification (IQ), operational qualification (OQ), and instrument performance verification (IPV) services†	Quantity	Cat. No.
IQ/OQ/IPV Service for QuantStudio 3 Real-Time PCR Systems, 96-well, 0.1 mL block	1 service	A28481
IQ/OQ/IPV Service for QuantStudio 3 Real-Time PCR Systems, 96-well, 0.2 mL block	1 service	A28480
IQ/OQ/IPV Service for QuantStudio 5 Real-Time PCR Systems, 96-well, 0.1 mL block	1 service	A28483
IQ/OQ/IPV Service for QuantStudio 5 Real-Time PCR Systems, 96-well, 0.2 mL block	1 service	A28482
IQ/OQ/IPV Service for QuantStudio 5 Real-Time PCR Systems, 384-well block	1 service	A28484

† OQ/IPV service is not available in all countries. Contact your local sales representative for availability information.

Find out more at thermofisher.com/quantstudio3-5

ThermoFisher
SCIENTIFIC

QuantStudio 3 and 5 Real-Time PCR Systems

The Applied Biosystems™ QuantStudio™ 3 Real-Time PCR System is an affordable, high-performance real-time PCR solution designed for users of all experience levels. With an interactive touch screen interface, intuitive instrument software, and preoptimized protocol templates, the system offers excellent performance and quality.

software with security, auditing, and e-signature features assists with 21 CFR Part 11 compliance and increased security to help ensure your run and data are protected.



The Applied Biosystems™ QuantStudio™ 5 Real-Time PCR System features more options to customize your reactions and is available with either a 96- or 384-well thermal block. Additional filter channels and six temperature block zones* allow ultimate control over cycling conditions. Desktop

Both systems feature web browser-based or desktop analysis options and leverage the power of Connect, our cloud-based platform, to help you stay connected to your data anywhere and anytime you are online.

System performance specifications			
Dye compatibility	QuantStudio 3 and 5 systems: FAM™/SYBR™ Green, VIC™/JOE™/HEX™/TET™, ABY™/NED™/TAMRA™/Cy®3, JUN™, ROX™/Texas Red™ QuantStudio 5 system only: Mustang Purple™, Cy®5/LIZ™, Cy®5.5		
Chemistry capabilities	Fast or standard		
Multiplexing	QuantStudio 3 system: up to 4 targets QuantStudio 5 system: up to 6 targets with 21 filter combinations for 96-well system; up to 5 targets for 384-well system		
Dynamic range	10 logarithmic units		
Sensitivity (resolution)	Detect differences as small as 1.5-fold in target quantities in a singleplex reaction		
Sensitivity (number of copies)	1 copy		
Research areas	Infectious diseases Pathogen detection Translocation analysis Viral load analysis	Drug metabolism Plant sciences Agricultural biotechnology Oncology	Inherited diseases Epigenetics Synthetic biology Stem cells
Key applications	Gene expression analysis Copy number variation analysis High-resolution melt	SNP genotyping Mutation scanning Mutation detection	Protein thermal shift MicroRNA profiling Methylation analysis
System specifications			
Dimensions and weight	27 x 50 x 40 cm (W x D x H), <26 kg		
Sample capacity (wells)	QuantStudio 3 system: 96 (0.1 mL and 0.2 mL blocks available) QuantStudio 5 system: 96 (0.1 mL and 0.2 mL blocks available) or 384		
Reaction volume	QuantStudio 3 system: 10–30 µL for 96-well 0.1 mL block; 10–100 µL for 96-well 0.2 mL block QuantStudio 5 system: 10–30 µL for 96-well 0.1 mL block; 10–100 µL for 96-well 0.2 mL block; 5–20 µL for 384-well block		
Maximum ramp rate	QuantStudio 3 system: 9.0°C/sec for 0.1 mL block; 6.5°C/sec for 0.2 mL block QuantStudio 5 system: 9.0°C/sec for 0.1 mL block; 6.5°C/sec for 0.2 mL block; 6.0°C/sec for 384-well block		
Average sample ramp rate	QuantStudio 3 system: 4.81°C/sec for 0.1 mL block; 3.66°C/sec for 0.2 mL block QuantStudio 5 system: 4.81°C/sec for 0.1 mL block; 3.66°C/sec for 0.2 mL block; 2.92°C/sec for 384-well block		
Temperature uniformity	0.4°C		
VeriFlex™ Blocks	QuantStudio 3 system: 3 independent temperature zones QuantStudio 5 system: 6 independent temperature zones for 96-well block; not applicable for 384-well block		

* Available on 96-well format only.

System specifications (continued)

Heating and cooling method	Peltier
Run time	Less than 30 min
Calibration	Factory-calibrated
Onboard memory	10 GB, which translates to approximately 2,000–5,000 run files
Electrical approvals	IEC, CE
Excitation (light source)	Bright white LED
Filters or colors	QuantStudio 3 system: 4 coupled filters QuantStudio 5 system: 6 decoupled filters with up to 21 combinations for 96-well system; 5 coupled filters for 384-well system
Excitation and detection range	QuantStudio 3 system: 450–680 nm and 500–640 nm QuantStudio 5 system: 450–680 nm and 500–730 nm for 96-well system; 450–650 nm and 500–700 nm for 384-well system
Data acquisition	Whole-plate imaging
Touch screen	Interactive touch screen with real-time application viewing
Online ecosystem	Cloud-based Connect
Communication interface	Cloud-based Connect, USB, or Wi-Fi
External devices	2D barcode reader via USB connection
System configuration	Stand-alone, PC-connected, or direct connection to cloud-based Connect via LAN or Wi-Fi
International standards	ISO 13485

Software specifications

Cloud design and analysis software	Desktop option using Microsoft™ Windows™ 7 or Windows 10 operating systems Web browser-based software option; run on PC or Mac™ computer
Run programming options	Preoptimized protocol templates or ability to customize Programmable and manual pause Locked workflows
Chinese language software	Available
MIQE compliance	Real-time PCR data markup language (RDML) export format
Features to assist with 21 CFR Part 11 compliance	QuantStudio 5 system: security, auditing, and e-signature; no additional fees or licenses required
Single-plate analysis	Absolute and relative gene expression analysis, SNP genotyping, presence or absence, and high-resolution melt
Multiplate analysis	Gene expression analysis, SNP genotyping

Ordering information

Product	Cat. No.
QuantStudio 3 Real-Time PCR System, 96-well, 0.1 mL block*	A28136
QuantStudio 3 Real-Time PCR System, 96-well, 0.2 mL block*	A28137
QuantStudio 5 Real-Time PCR System, 96-well, 0.1 mL block*	A28138
QuantStudio 5 Real-Time PCR System, 96-well, 0.2 mL block*	A28139
QuantStudio 5 Real-Time PCR System, 384-well*	A28140

* Does not include computer. Additional Cat. Nos. are available that include laptop or desktop computer.

Find out more at thermofisher.com/quantstudio3-5

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**The State of West Virginia
Department of Agriculture**

CRFQ 1400 AGR2400000011

Title: Real-Time PCR Systems & Magnetic Particle Processor

Life Technologies Corporation
KingFisher



Prep for the future with KingFisher instruments

Automated sample preparation
for DNA, RNA, protein, or cells

KingFisher instruments are ...



Consistent

The unique instrument design, moving magnetic beads instead of liquids, leads to cleaner extractions and consistent results with every run



Convenient

Easy to set up and run, or customize to fit your lab's needs



Versatile

Enables more applications than any other sample preparation instrument



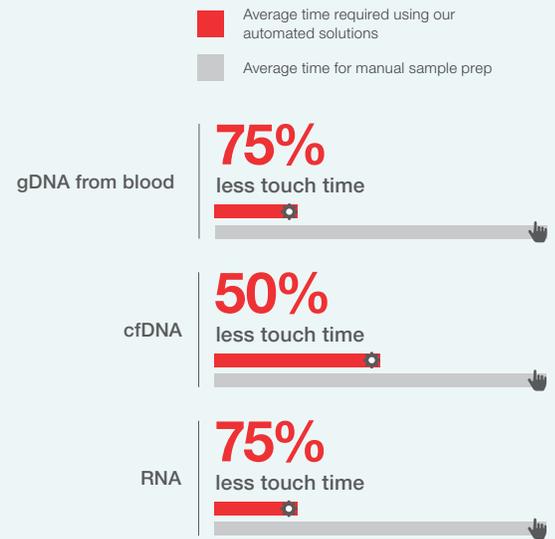
Supported

Backed by the industry's largest network of specialists dedicated to supporting these instruments

Why choose a KingFisher instrument?

Your samples, faster

Thermo Scientific™ KingFisher™ instruments save you valuable time by removing manual steps and reducing overall processing time, even when compared with other instruments.



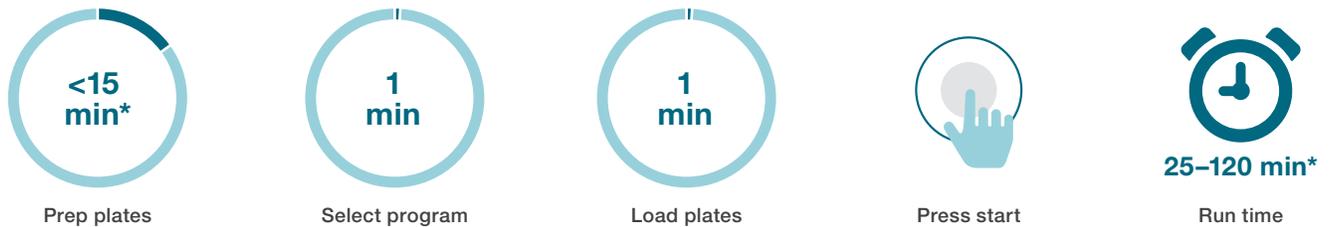
Your samples, consistently

KingFisher instruments help reduce user processing errors while increasing the reproducibility of your results. Our data show that samples processed with KingFisher instruments have consistent results across runs and different users, which is important for more sensitive downstream applications such as qPCR, NGS, digital PCR, and mass spectrometry.

Your samples, more easily

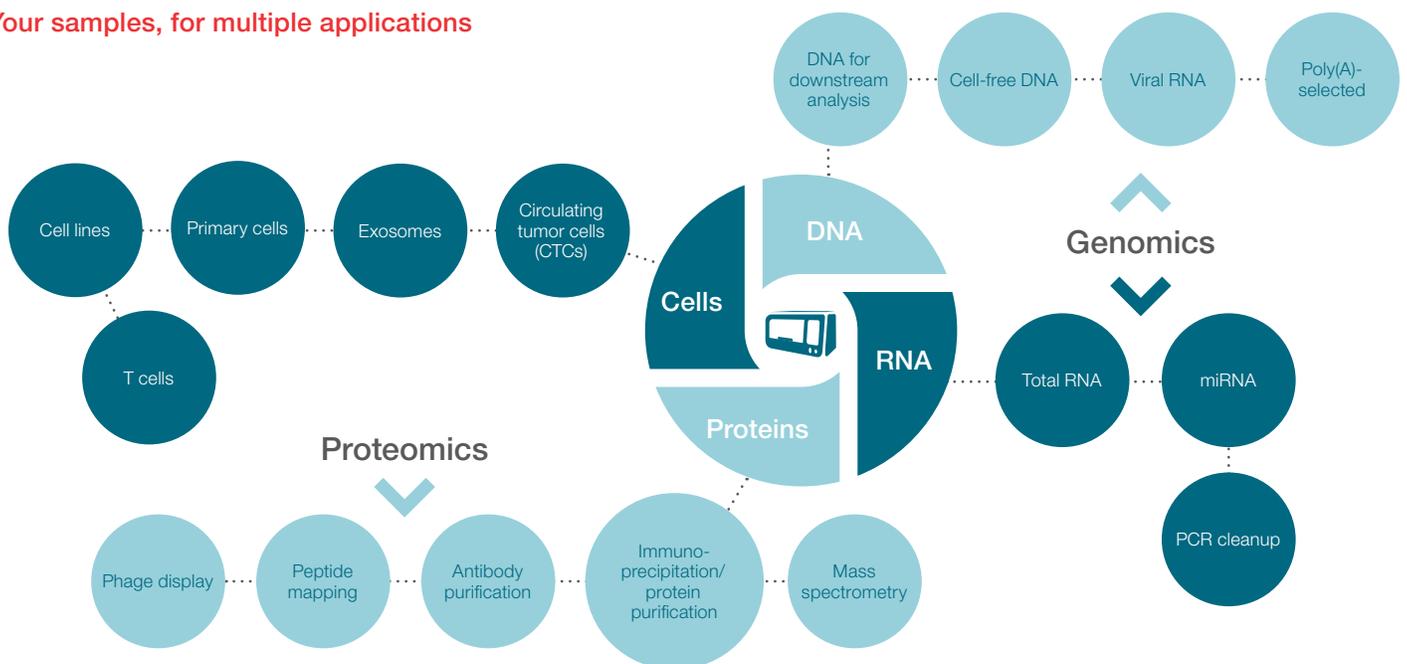
KingFisher instruments offer optimized, easy-to-follow protocols for nearly every downstream application or sample type.

Typical run with KingFisher instrument



* Can vary depending on application and instrument.

Your samples, for multiple applications



The KingFisher instrument experience

A complete system to automate sample preparation in your lab



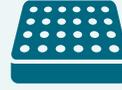
Instrument

Select a KingFisher instrument based on your throughput needs



Kits and reagents

Choose kits and reagents from trusted brands, such as Applied Biosystems™ MagMAX™ kits and Invitrogen™ Dynabeads™ reagents



Customize

Use plastics, software, and interchangeable magnetic heads to customize and optimize your process

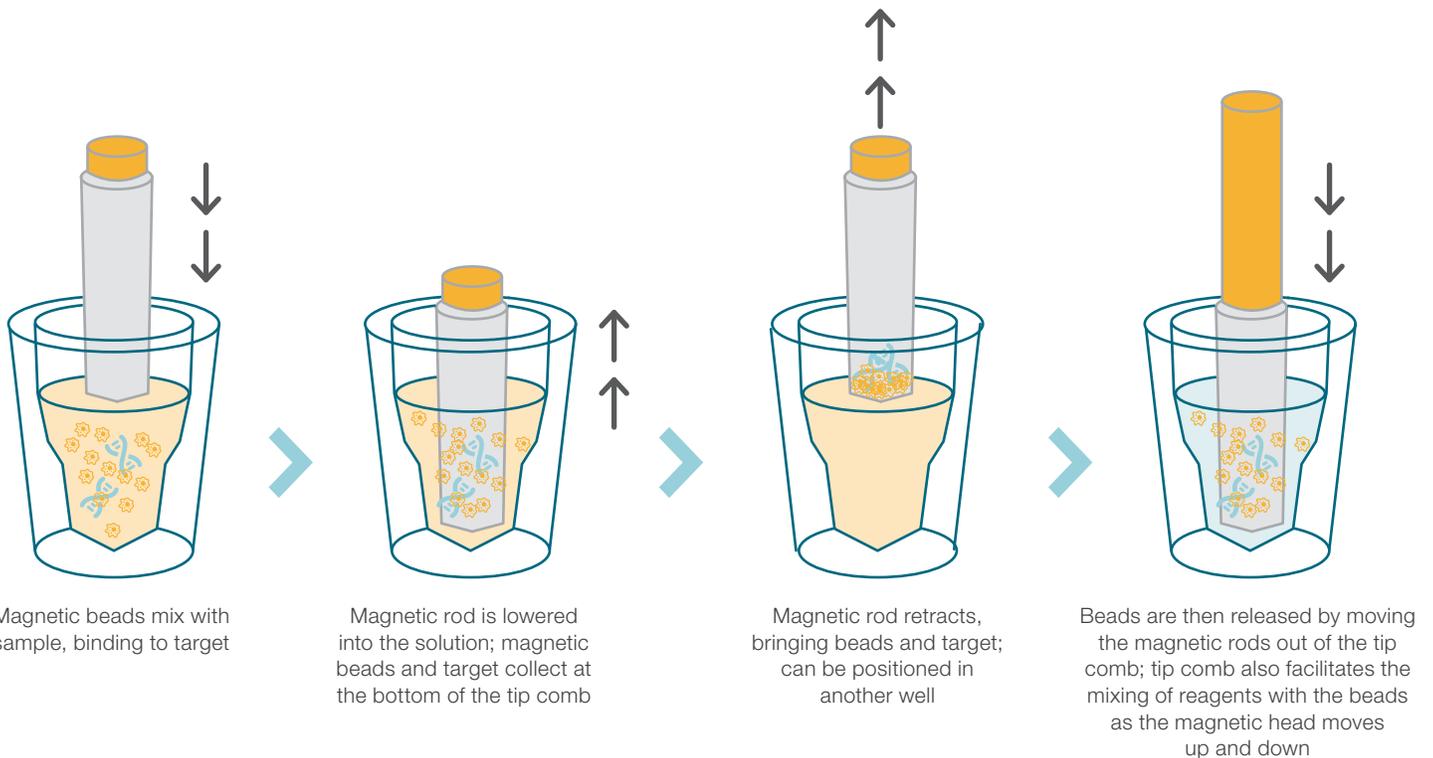


Support

Contact dedicated KingFisher instrument specialists for application and instrument support

How KingFisher instruments work

KingFisher instruments automate extraction of DNA, RNA, protein, and cells by moving magnetic beads (not liquids), leading to clean extractions and enabling consistent results. Using a simple process (bind, wash, elute), KingFisher instruments can automate the extraction of any analyte of interest with a bead on it.



KingFisher instruments

KingFisher instruments are the most versatile sample preparation instruments in the lab, and are elegantly designed to support multiple applications.

- **Various throughputs**—process 6–96 samples per run depending on the instrument model
- **Interchangeable formats**—choose 24- or 96-well plates so you can process a wide range of input volumes
- **Protocol customization**—easily edit, modify, or create new protocols (touchscreen enabled for Thermo Scientific™ KingFisher™ Apex instrument only)
- **Optimized reagents**—compatible with multiple magnetic-bead reagents
- **Barcoded plastics**—achieve optimal performance with specially designed plastics (for KingFisher Apex instrument only)

Test a KingFisher platform in your lab

Specialists supporting the KingFisher instrument can provide an on-site demonstration of the system with your samples. They provide the instrument, consumables, and reagents from Thermo Fisher Scientific that are specific to your research needs. The demonstration includes instrument setup and use, protocol modification, and other FAQs. Find out more at thermofisher.com/kingfisherdemo

Find a model that meets your needs



KingFisher instrument:	Duo Prime	Flex	Apex	Presto
Instrument size	Compact benchtop	Benchtop	Benchtop	Benchtop—integrates with robotic liquid handler
Throughput level	Low to medium	High	High	Ultrahigh
Processing volume range	<ul style="list-style-type: none"> • 50–1,000 µL: 12-pin magnet head • 200–5,000 µL: 6-pin magnet head 	<ul style="list-style-type: none"> • PCR plate (20–100 µL*), skirted • 20–200 µL: 96-well plate • 50–1,000 µL: 96 deep-well plate • 200–5,000 µL: 24 deep-well plate 	<ul style="list-style-type: none"> • 15–1,000 µL: 96 deep-well plate • 15–200 µL: 96-well KingFisher standard plate • 10–80 µL: 96-well PCR plate • 30–5,000 µL: 24 deep-well plate • 30–200 µL: 96 storage tubes • 200–1,000 µL: 24 storage tubes 	<ul style="list-style-type: none"> • 50–1,000 µL: 96 deep-well plate • 200–5,000 µL: 24 deep-well plate • KingFisher 96 plate: 50–150 µL
Samples per run	6 or 12	24 or 96	24 or 96	24 or 96
Customizable protocols	Yes	Yes	Yes, with touchscreen or PC software	Yes
Heating/cooling	<ul style="list-style-type: none"> • 10°C to 75°C (plate row block A) • 4°C to 75°C (elution strip block) 	From 5°C above ambient temperature to 115°C	<ul style="list-style-type: none"> • From 4°C above ambient temperature to 100°C • Cooling down to 4°C 	From 5°C above ambient temperature to 115°C
Ultraviolet lamp	8 watts (up to 16 hr)	No	2 UV lamps, max 23 h 59 min	No

* Or similar skirted PCR plate.

KingFisher Apex system

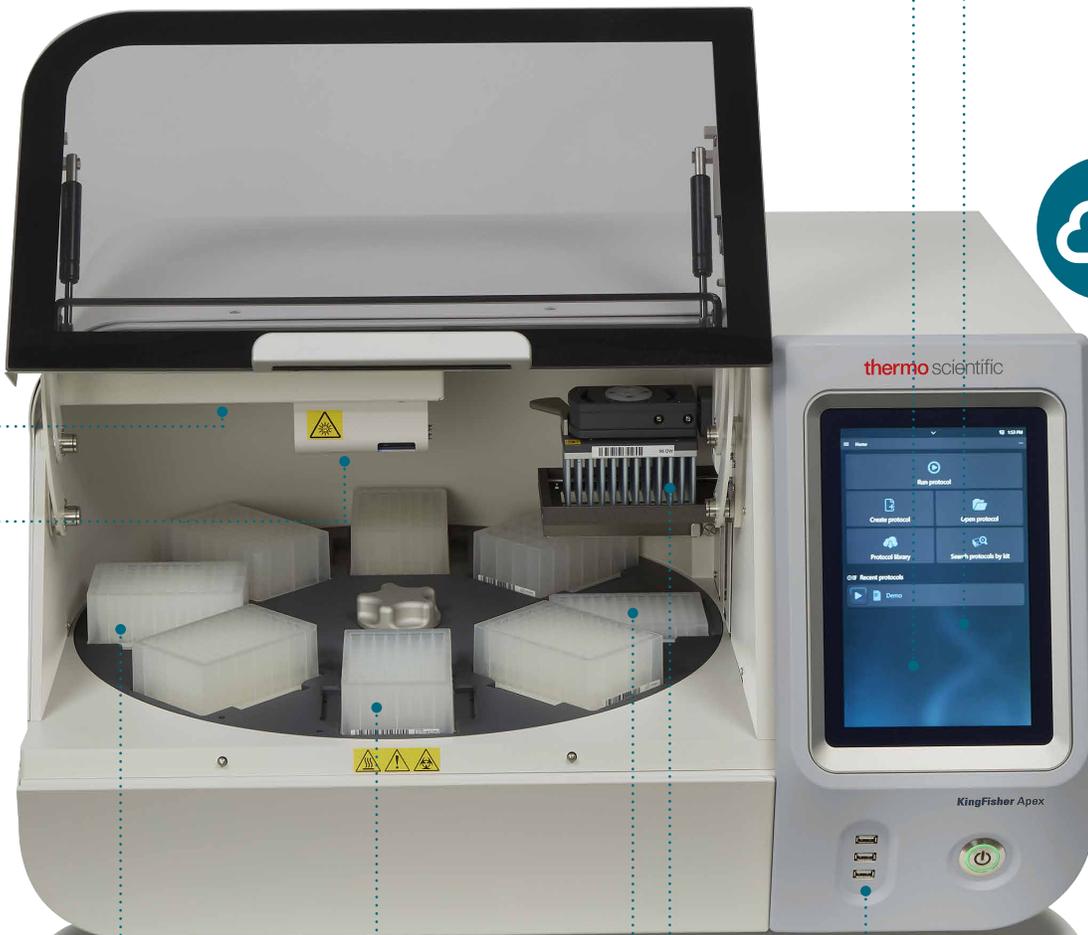
The newest in KingFisher sample purification technology

Intuitive touchscreen interface

Write or edit protocols directly on instrument



UV decontamination



Barcode scanning for plate setup

Storage tube elution

96-well, 24-well, and PCR formats

Optional network connectivity

Switch between two magnet heads

Heating and cooling blocks

 Cloud-enabled

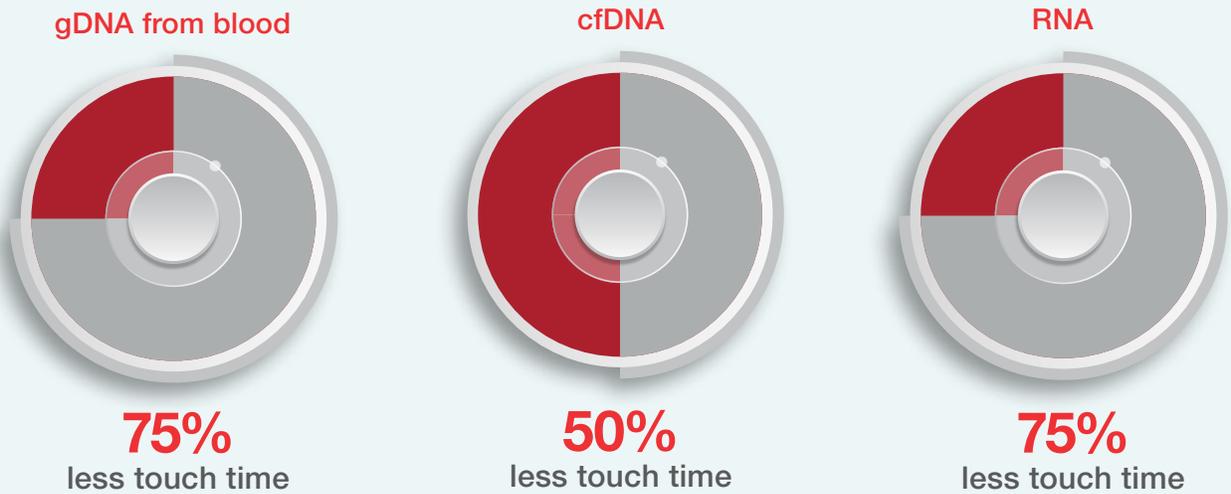


Enhanced performance

Achieve peak performance for purifying DNA, RNA, proteins, or cells, now with even greater flexibility for fast and reproducible results with almost any application.

- Elute in lower volumes (10 μ L) for demanding downstream applications
- Purify 24 or 96 samples in 25–65 min
- Control heating and cooling to maintain sample integrity
- Elute in storage tubes and revisit samples later
- Safeguard against contamination with two UV lights

Sample prep as it should be—fast, flexible, consistent.*



* Based on actual extraction times in lab.

■ Average time required using our automated solutions

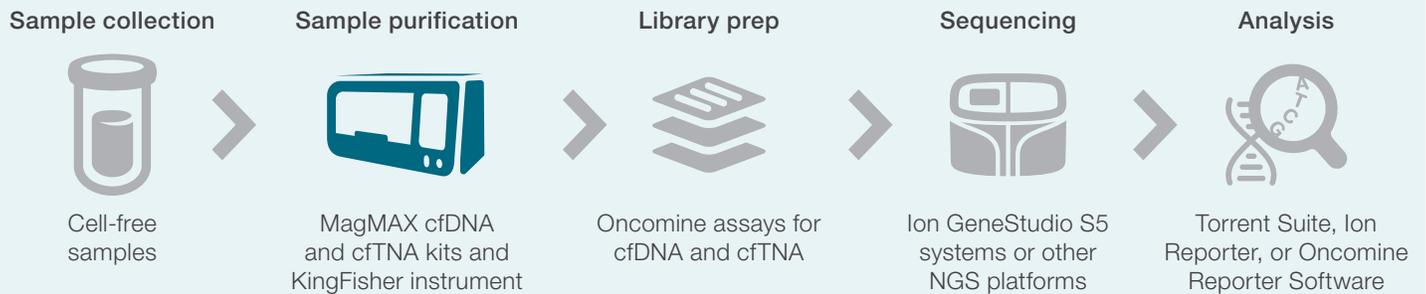
■ Average time for manual sample prep

Featured KingFisher instrument applications

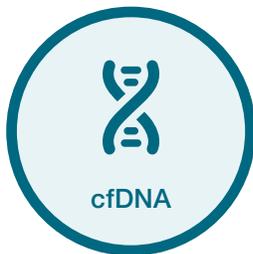
Liquid biopsy for cancer research

Rapid purification of nucleic acids from cell-free samples for liquid biopsy research. Optimized specifically for enrichment of cfDNA and cell-free total nucleic acid (cfTNA), not gDNA, which means increased recovery and lower starting volumes. Elute in volumes compatible with Ion Torrent™ Oncomine™ assays.

Sample workflow



Recommended kits



Applied Biosystems™ MagMAX™ Cell-Free DNA Isolation Kit

Sample type	Serum, plasma, and urine
Sample input volume	0.5–10 mL plasma, 0.1–10 mL serum, 10 mL of urine
Yield	40–50 ng from 4 mL plasma
Elution volume	15–50 µL
Total processing time	45–55 min total (10–15 min hands-on time)
Reactions (rxn)	50 rxn for 2 mL plasma input 25 rxn for 4 mL plasma input
Cat. No.	A29319



Applied Biosystems™ MagMAX™ Cell-Free Total Nucleic Acid Isolation Kit

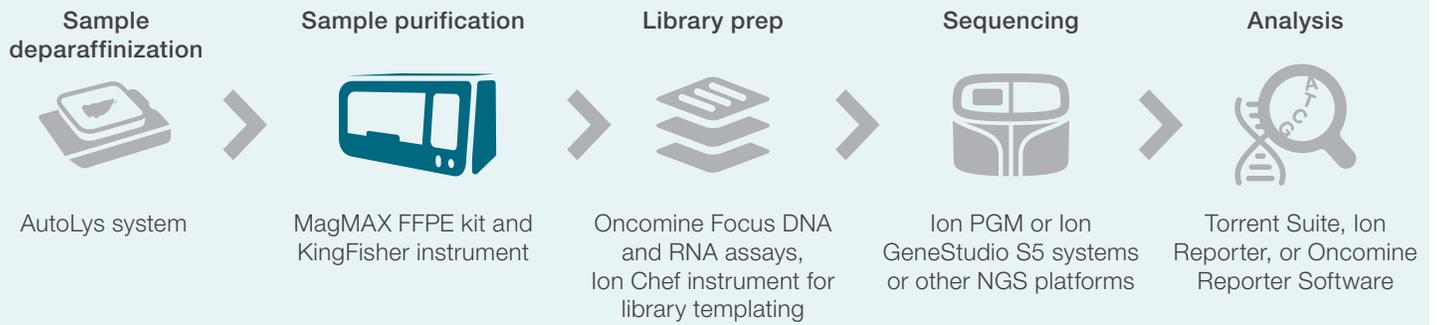
Sample type	Serum and plasma
Sample input volume	1–6 mL plasma
Yield	Up to 50 ng DNA from 4 mL and 5–100 pg from 10 mL of sample input
Elution volume	15–60 µL
Total processing time	45–55 min total (10–15 min hands-on time)
Reactions (rxn)	50 rxn for 2 mL plasma input 25 rxn for 4 mL plasma input
Cat. No.	A36716

Find out more at [thermofisher.com/cfdnaisolation](https://www.thermofisher.com/cfdnaisolation)

Formalin-fixed, paraffin-embedded (FFPE) samples

Sequentially isolate DNA and RNA from FFPE samples and get high-quality gDNA yields comparable to fresh-frozen blood.

Sample workflow



Recommended kits

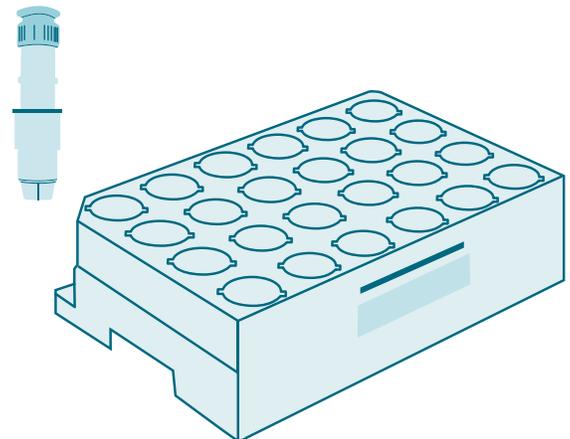


Applied Biosystems™ MagMAX™ FFPE DNA/RNA Ultra Kit

Sample type	FFPE tissue samples, such as resections, biopsies, and aspirates
Sample input volume	5–40 µm standard input of slides or curls
Elution volume	20–50 µL
Total processing time	20 min for DNA, 48 min for RNA
Reactions (rxn)	96 isolations (48 RNA and 48 DNA, or 96 DNA or 96 RNA)
Cat. No.	A31881

AutoLys system

Speed up your deparaffinization process with the Applied Biosystems™ AutoLys system. Comprised of pretreated tubes and a rack system to help reduce pipetting steps, the system eliminates the need for hazardous chemicals and helps minimize loss of tissue sample. **Note:** Not included with the MagMAX FFPE DNA/RNA Ultra Kit.



Find out more at thermofisher.com/ffpeisolation

DNA for downstream analysis

Extract high-quality DNA that is compatible with sequencing or array platforms, from a range of sample types. Choose from multiple protocols, but only two options for either large or small volume inputs, without normalization.

Sample workflow

Sample collection



Compatible with multiple sample types



Sample purification



MagMAX DNA Multi-Sample Ultra 2.0 Kit and KingFisher instrument



Analysis



Compatible with multiple downstream applications

- qPCR
- Sequencing (NGS or CE platform)
- Array
- Digital PCR

Recommended kits

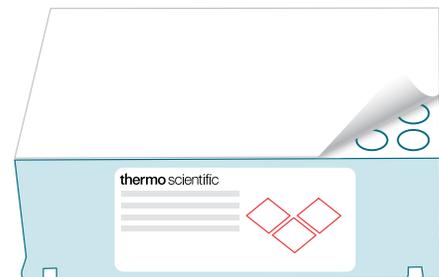


Applied Biosystems™ MagMAX™ DNA Multi-Sample Ultra 2.0 Kit

Sample type	Multiple, including whole blood, swabs, tissue, and more
Sample input volume	50 µL–2 mL
Yield	1.5–4 µg (50 µL of blood) 2–12 µg (1 buccal swab)
Elution volume	50 µL–1 mL
Total processing time	6–96 samples in 30–45 min depending on sample type
Reactions (rxn)	1 kit = 100 rxn of 50–400 µL volume or 200 rxn of <200 µL volume; bulk reagents sold separately
Cat. No.	A36570

KingFisher instrument-ready reagents

Reduce your pipetting steps with prefilled reagent plates for the Thermo Scientific™ KingFisher™ Duo Prime and Thermo Scientific™ KingFisher™ Flex instruments. Now, MagMAX DNA Multi-Sample Ultra 2.0 isolation reagents come prefilled into the plates that go in the KingFisher instrument. Just peel off the plate cover, add lysed samples, and load plates onto the instrument. Find out more at thermofisher.com/kingfisherready



Find out more at thermofisher.com/magmaxultra and thermofisher.com/kingfisherready

RNA for gene expression

Isolate total RNA, as well as small RNAs such as microRNA (miRNA), from a wide variety of sample types using a phenol-free extraction (no organic extraction).

Sample workflow

Sample collection



Compatible with multiple sample types



Sample purification



MagMAX *mirVana* kit and KingFisher instrument



Analysis



Compatible with multiple downstream applications

- qPCR
- Sequencing (NGS or CE platform)
- Array
- Digital PCR

Recommended kits



Applied Biosystems™ MagMAX™ *mirVana*™ Total RNA Isolation Kit

 Sample type	Multiple, including plasma/serum, whole blood, tissue, cell culture, urine
 Sample input volume	50 µL of blood, up to 50 mg of tissue, 1 x 10 ⁶ cells, 100 µL of plasma or serum, 250 µL of urine
 Yield	100 ng RNA from whole blood (50 µL) 600 ng from 5 mg mouse brain 2.5 µg from 5 mg mouse liver
 Elution volume	50 µL
 Total processing time	1.5–2 hr total time (20 min hands-on time)
 Reactions (rxn)	96 rxn
 Cat. No.	A27828

Find out more at thermofisher.com/magmaxmirvana

Genetic testing

Speed up your processing of saliva samples for genetic testing. Recover DNA that is compatible with NGS and array platforms, from 96 samples, in 25 minutes. Reagents were tested with the 10 most common saliva collection devices to confirm consistent results.

Sample workflow



Recommended kits



Applied Biosystems™ MagMAX™ Saliva gDNA Isolation Kit

 Sample type	Fresh and preserved saliva
 Sample input volume	200 µL–2 mL
 Yield	100 ng/µL saliva on average (yield is dependent on each individual donor)
 Elution volume	50 µL
 Total processing time	25 min (5 min hands-on time)
 Reactions (rxn)	100 rxn 500 rxn
 Cat. No.	A39059, A39060

Find out more at [thermofisher.com/saliva](https://www.thermofisher.com/saliva)

Infectious disease and microbiome research

Sample workflow

Sample collection



Compatible with multiple sample types



Sample purification



MagMAX microbiome kit and KingFisher instrument



Analysis



Compatible with multiple downstream applications



- Viral/pathogen
- qPCR
- Microbiome
- Sequencing
- Digital PCR
- Wastewater

Virus and pathogen detection

- **Recovery**—compatible with low-titer samples
- **No carrier required**—less interference with NGS and fewer steps required

Microbiome research

- Enzyme—based digestion
- Recover from a wide range of microorganisms without additional processing steps

Recommended kits



Applied Biosystems™ MagMAX™ Microbiome Ultra Nucleic Acid Isolation Kit

Sample type	Stool, soil, swabs, urine, and saliva
Sample input volume	100 mg of stool, 250 mg of soil, 400 µL of biofluid
Yield	40–60 µg of stool, 5–10 µg of soil
Elution volume	50–200 µL or more
Total processing time	50 min for stool, 70 min for soil and biofluid
Reactions (rxn)	100 rxn
Cat. No.	A42357 (with plate), A42358 (with tubes)

Applied Biosystems™ MagMAX™ Viral/Pathogen Nucleic Acid Isolation Kit

Sample type	Plasma, whole blood, urine, BAL, VTM, serum, CSF, and saliva
Sample input volume	200 µL–2 mL
Detection limit	≥50 copies
Elution volume	50–100 µL
Total processing time	40 min
Reactions (rxn)	100 rxn
Cat. No.	A42352

Applied Biosystems™ MagMAX™ Viral/Pathogen Ultra Nucleic Acid Isolation Kit

Sample type	Swabs, plasma, whole blood, urine, BAL, VTM, serum, CSF, and saliva
Microbes	Lysed virus, yeast, fungus, gram-negative and gram-positive bacteria
Sample input volume	200 µL–2 mL
Detection limit	≥50 viral copies, ≥1,000 CFU (bacteria or fungi)
Elution volume	60–100 µL
Total processing time	65 min
Reactions (rxn)	100 rxn
Cat. No.	A42356

Find out more at thermofisher.com/magmaxmicrobiome and thermofisher.com/magmaxviralpathogen

Wastewater research and surveillance

Sample workflow

Sample collection



Compatible with multiple sample types



Sample purification



MagMAX microbiome kit and KingFisher instrument



Analysis



Compatible with multiple downstream applications



- Viral/pathogen monitoring
- qPCR
- Wastewater microbe detection
- Sequencing
- Digital PCR

Wastewater surveillance testing and research

- Choose your preferred concentration method and protocol
- Preconcentrate samples from large volumes using ultracentrifugation, precipitation, or filtration
- Use Dynabeads option for automated viral enrichment of up to 10 mL volume
- Directly isolate from 1 mL of wastewater without concentration

Recommended kits



Applied Biosystems™ MagMAX™ Wastewater Ultra Nucleic Acid Isolation Kit

	Sample type	Wastewater, water, and sludge
	Sample input volume	200 µL–500 mL or 200 mg of sludge
	Yield	Varies
	Elution volume	50–100 µL
	Total processing time	45–90 min
	Reactions (rxn)	20–100 rxn
	Cat. No.	A52606

Applied Biosystems™ MagMAX™ Wastewater Ultra Nucleic Acid Isolation Kit with Virus Enrichment

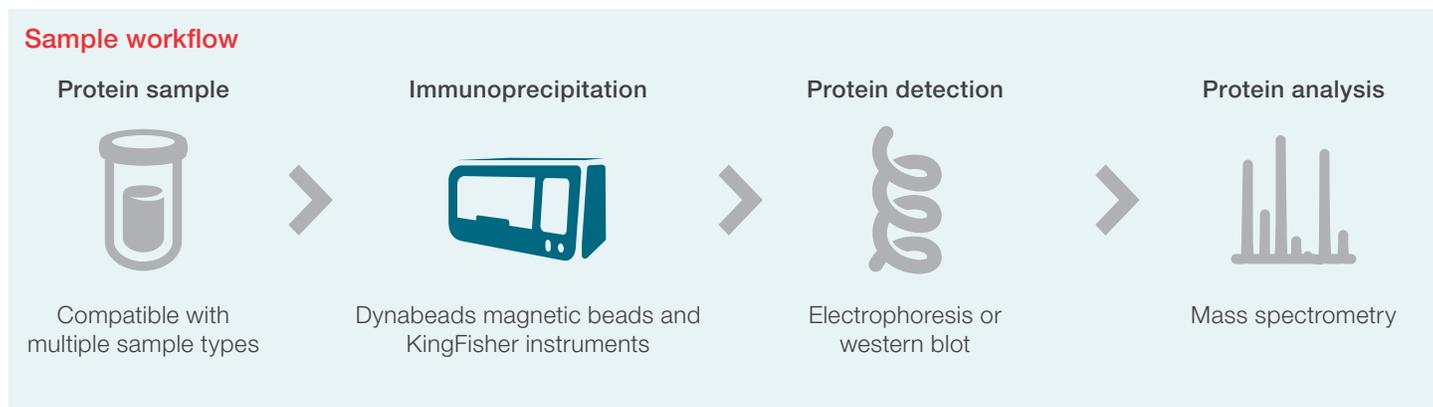
	Sample type	Wastewater, water
	Sample input volume	10 mL
	Yield	Varies
	Elution volume	50–100 µL
	Total processing time	75 min
	Reactions (rxn)	100 rxn
	Cat. No.	A52610

Find out more at thermofisher.com/magmaxwastewater

Immunoprecipitation (IP)

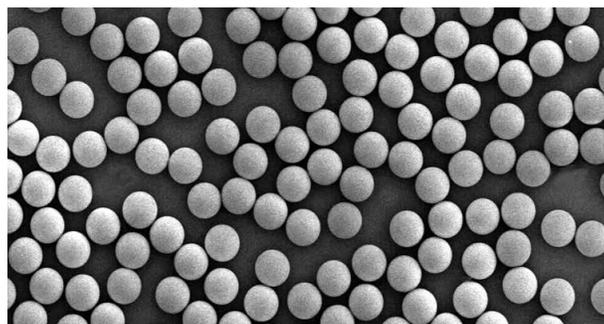
KingFisher instruments with Invitrogen™ Dynabeads™ magnetic beads offer great balance of high yield and reproducibility with low nonspecific binding, which is one reason they have become the gold standard for immunoprecipitation using magnetic beads.

Sample workflow



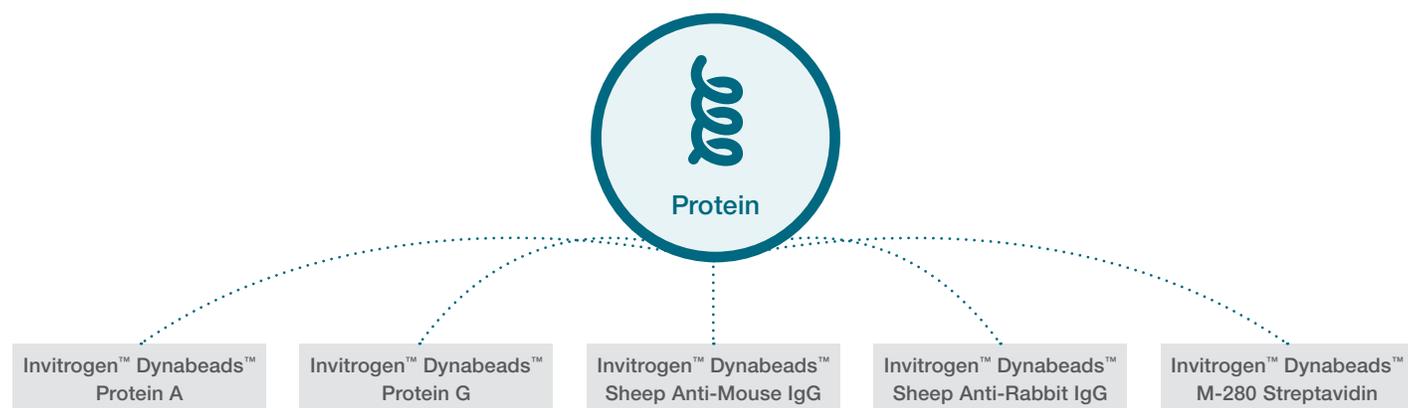
Dynabeads magnetic beads for IP

- Automated IP in 40 min
- High yield with low antibody consumption and low nonspecific binding
- Rapid target binding; short incubation and separation times



Dynabeads products are the most uniform monodisperse superparamagnetic beads on the market, manufactured with highly controlled product qualities to help ensure the highest degree of reproducibility.

Recommended kits

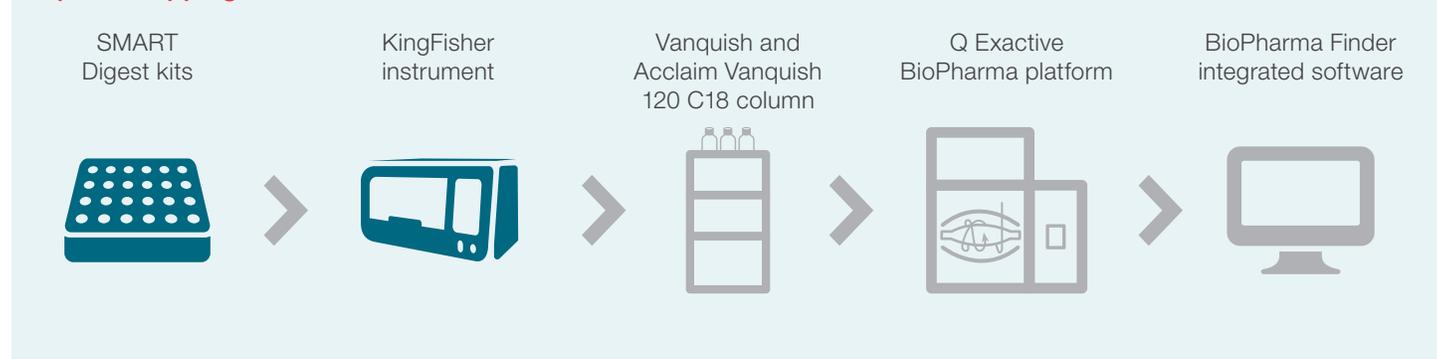


Find out more at [thermofisher.com/immunoprecipitation](https://www.thermofisher.com/immunoprecipitation)

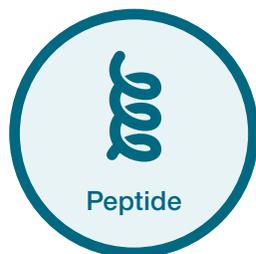
Peptide mapping and quantitation

Amazingly fast, simple, reproducible, and sensitive protein digestion with immunoaffinity capture, helping give you higher confidence in your chromatography and liquid chromatography-mass spectrometry (LC-MS) results.

Peptide mapping workflow



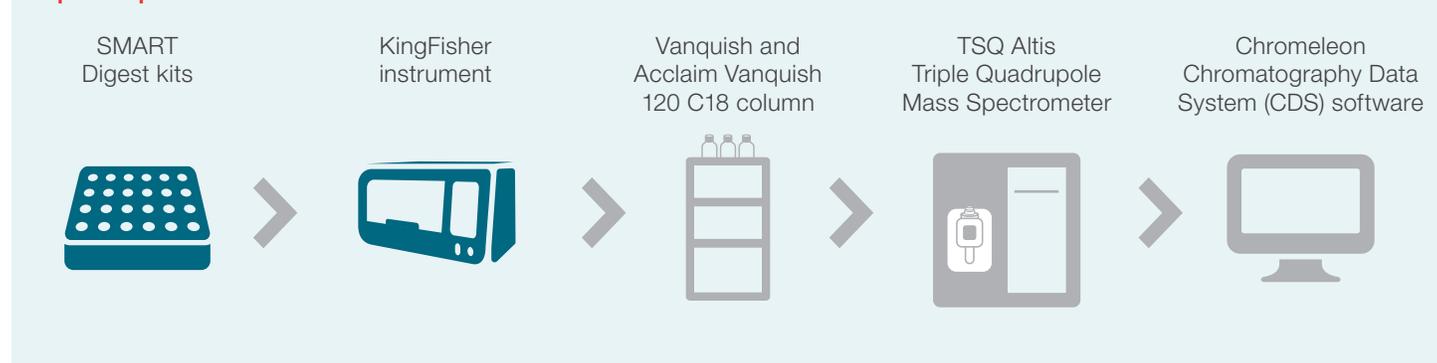
Recommended kits



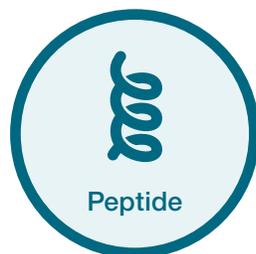
Thermo Scientific™ SMART Digest™ kits for peptide mapping

 Sample type	Cell broth/plasma/serum
 Sample input volume	Up to 50 μ L (200 pg–3.5 mg of total protein)
 Total processing time	Typical mAb ~45 min (dependent on size and complexity of protein)

Peptide quantitation workflow



Recommended kits



Thermo Scientific™ SMART Digest™ immunoaffinity kits for peptide quantitation

 Sample type	Cell broth/plasma/serum
 Sample input volume	Up to 50 μ L (200 pg–3.5 mg of total protein)
 Total processing time	Typical mAb ~3–4 hr (dependent on size and complexity of protein)

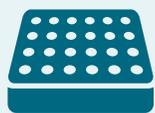
Find out more at thermofisher.com/smartdigest

mRNA mapping

Amazingly fast, simple, reproducible, and sensitive mRNA partial digestion helps give you higher confidence in your chromatography and LC-MS results.

mRNA mapping workflow

SMART
Digest kits



KingFisher
instrument



Vanquish
and DNAPac RP column



Orbitrap Exploris
Mass Spectrometer



BioPharma Finder
integrated software



Recommended kits



Thermo Scientific™ SMART Digest™ kits for mRNA mapping

 Sample type	Cell broth/plasma/serum
 Sample input volume	Up to 50 µL (50 µL of the SMART Digest RNase buffer with 40 µg of mRNA)
 Total processing time	5–15 min digestion on KingFisher instrument; 60 min LC analysis

Find out more at thermofisher.com/smartdigest

Protein purification

Thermo Scientific™ Pierce™ magnetic agarose beads support a variety of ligands for IP, co-IP, pull-down, and other high-throughput affinity screening applications utilizing immobilized protein A/G, Ni-NTA, glutathione, and anti-FLAG.



Sample workflow

Sample collection



Compatible with multiple sample types



Protein purification



Pierce beads and KingFisher instruments



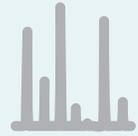
Protein detection



Electrophoresis or western blot

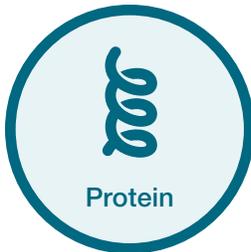


Protein analysis



Mass spectrometry

Recommended kits



Thermo Scientific™ Pierce™ magnetic agarose beads

- **High binding**—up to 100-fold greater binding capacity than traditional magnetic beads
- **More choices**—multiple ligands available for different purification strategies, including immobilized protein A/G, Ni-NTA, glutathione, and anti-FLAG
- **Automation-compatible**—can be used with magnetic particle processors for higher-throughput applications
- **Flexible**—can scale up or down as needed using adaptable protocols

Learn more at thermofisher.com/mag-agarose

Additional KingFisher applications

mRNA

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.

- **Fast**—15 minute procedure yields pure, intact mRNA
- **Sensitive**—enables cDNA synthesis and cDNA library construction from ultrasmall starting samples

Plant DNA or RNA

Use the Applied Biosystems™ MagMAX™ Plant DNA and RNA kits for automation-ready purification of DNA and RNA from a wide variety of plant species.

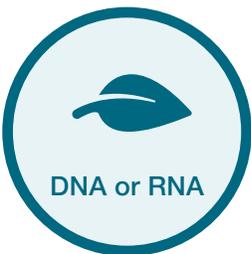
- Purification of total RNA from a wide variety of plant species and tissue types, including plant fungus
- Purified RNA is free of proteins, nucleases, and other contaminants or inhibitors
- Optimized for the isolation of DNA from 10–100 mg plant samples

Recommended kits



Dynabeads mRNA DIRECT kits

Sample type	Blood, cells, FFPE and fixed samples, liquid samples (e.g., serum), plant samples, RNA, tissue, viral samples, yeast
Sample input volume	Up to 20 x 10 ⁶ cells 2–200 mg animal tissue 4–400 mg plant tissue
Yield	2 µg of mRNA per 1 mg of Dynabeads oligo(dT)
Elution volume	10–100 µL
Total processing time	15 min
Reactions (rxn)	20 or 40 rxn
Cat. No.	61011, 61012



MagMAX Plant DNA kit and RNA kit

	DNA	RNA
Sample type	Plant tissue	
Sample input volume	Up to 100 mg	
Yield	Varies based on starting material	
Total processing time	<40 min for DNA	Up to 75 min for RNA
Reactions (rxn)	96 or 384 rxn	
Cat. No.	A32549, A32580	A33784, A33899

Customize your KingFisher system

Customize your protocols

Thermo Scientific™ BindIt™ Software allows you to easily create, modify, and store your protocols.

- Included with purchase of your KingFisher instrument
- Modify prewritten protocols or create your own to handle more applications

Search our extensive library of automated protocols at thermofisher.com/kingfisherprotocols

Interchangeable magnetic heads

The magnetic head can be easily switched without tools, depending on your plate setup, allowing you to run large or small volumes.

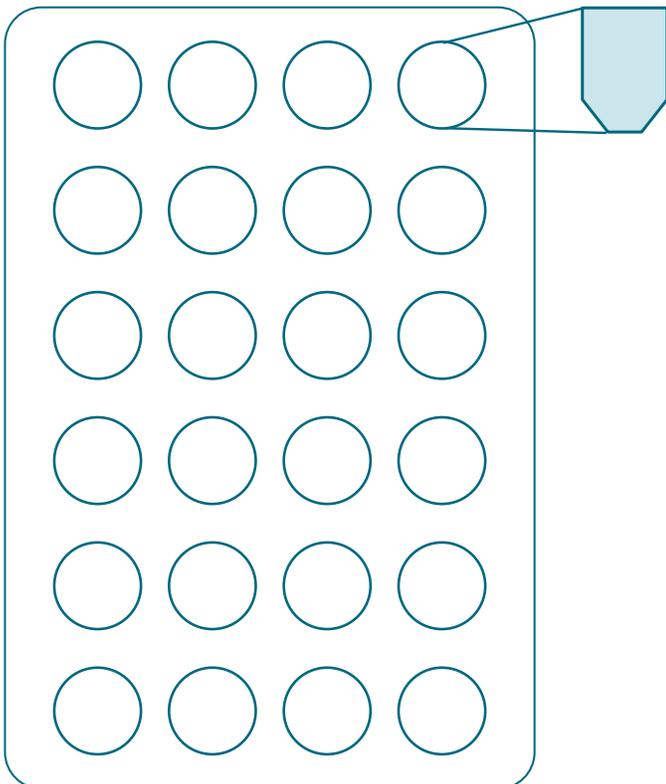


KingFisher plate formats

KingFisher instruments support a 24- or 96-well plate format for greater flexibility of input volume.

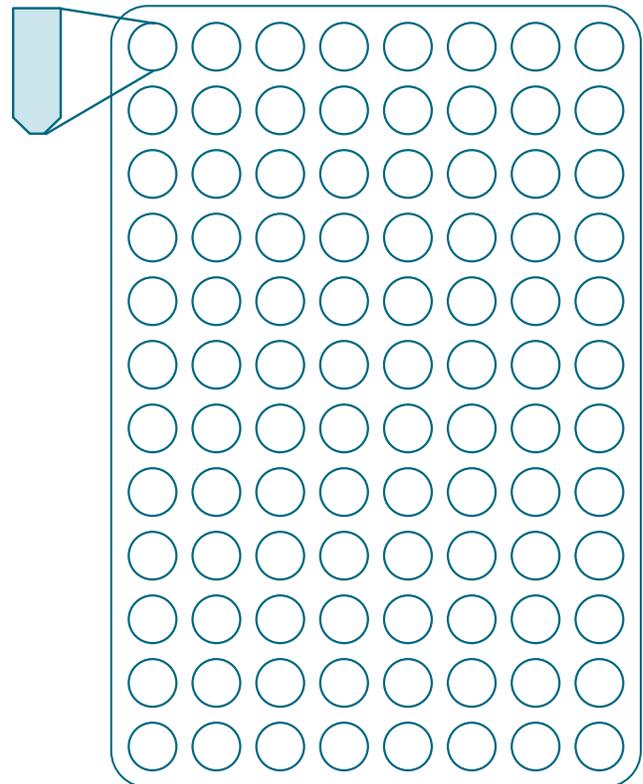
24 deep-well plates

200–5,000 μL



96 deep-well plates

50–1,000 μL



KingFisher plastics for KingFisher instruments

Designed for KingFisher instruments

Both the yield and quality of isolated protein or nucleic acid are significantly improved with special plates and tip combs designed for KingFisher systems.

- Made of polypropylene
- Low binding affinity for biomolecules, ideal for magnetic particle processing
- Sterile plastics come with a purity certificate and are guaranteed to be free of RNases, DNases, and contamination from DNA or endotoxins

KingFisher instrument:	Duo Prime	Flex	Apex	Presto	Cat. No.
Plastics for 96 deep-well format					
KingFisher Apex 96 combi tip comb			✓		97002570
KingFisher 96 deep-well plate, barcoded			✓		95040450B
KingFisher 96 deep-well plate, sterile, barcoded			✓		95040460B
KingFisher 96 tip comb for deep-well magnet, barcoded			✓		97002534B
KingFisher 96 deep-well tip comb and plate, sterile, barcoded			✓		97002820B
Nunc 96 storage tubes*			✓		374086
KingFisher 96 deep-well plate	✓	✓		✓	95040450
KingFisher 96 deep-well plate, sterile	✓	✓		✓	95040460
KingFisher 96 tip comb for deep-well magnet		✓		✓	97002534
KingFisher 96 deep-well tip comb and plate, sterile		✓		✓	97002820
Plastics for 96 standard and PCR formats					
KingFisher Apex 96 PCR tip comb			✓		97002560
KingFisher 96 microplate (200 µL), barcoded			✓		97002540B
KingFisher 96 tip comb for KingFisher magnets, barcoded			✓		97002524B
PCR plate, 96 deep-well, clear, clear wells*			✓		AB2396
PCR plate, 96 deep-well, semi-skirted, low profile, clear wells*			✓		AB2496
KingFisher 96 microplate (200 µL)		✓		✓	97002540
PCR plate, skirted (or similar PCR plate)*		✓			AB1300
KingFisher 96 tip comb for KingFisher magnets		✓			97002524
KingFisher 96 tip comb for PCR magnets		✓			97002514

* Recommended plastics.

KingFisher plastics for KingFisher instruments

KingFisher instrument:	Duo Prime	Flex	Apex	Presto	Cat. No.
Plastics for 24 deep-well format					
KingFisher Apex 24 combi tip comb			✓		97002580
KingFisher 24 deep-well plate, barcoded			✓		95040470B
KingFisher 24 deep-well plate, sterile, barcoded			✓		95040480B
KingFisher 24 deep-well tip comb and plate, barcoded			✓		97002610B
KingFisher 24 deep-well tip comb and plate, sterile, barcoded			✓		97002620B
Nunc 24 storage tubes*			✓		374323
KingFisher 24 deep-well plate	✓	✓		✓	95040470
KingFisher 24 deep-well plate, sterile	✓	✓		✓	95040480
KingFisher 24 deep-well tip comb and plate		✓		✓	97002610
KingFisher 24 deep-well tip comb and plate, sterile		✓		✓	97002620
Plastics available for Duo Prime instrument only					
KingFisher Duo Prime 6-tip combs and 24 deep-well plate (12 pieces of 24 deep-well plates, each including 4 tip combs)	✓				97003510
KingFisher Duo Prime 12-tip comb, for 96 deep-well plate	✓				97003500
KingFisher Duo Prime 12-tip elution strip	✓				97003520
KingFisher Duo Prime elution strip cap for 12 pin magnet	✓				97003540
KingFisher combi pack for microtiter 96 deep-well plate, includes 8 each of: <ul style="list-style-type: none"> • 96 deep-well plate • 12-tip comb • Elution strip • Cap for elution strip 	✓				97003530

* Recommended plastics.

KingFisher instrument services and support



Instrument and application specialists

Whether servicing your KingFisher purification system or addressing your workflow application questions, our more than 1,000 trained professionals make up the industry's largest network, ready to assist you when you need it.



Quick-start training

The KingFisher system includes SmartStart Orientation to help get you up and running quickly in your lab. The orientation includes basic familiarization and setup with online instrument management and includes on-site training with standard kits.



Warranty and service plans

Every KingFisher system comes with a one-year warranty. Extended-coverage service plans are also available at the time of instrument purchase. Whether your laboratory requires our highest service levels and adherence to stringent regulatory guidelines, or you need to maximize performance with a limited budget—or anything in between—we'll work with you to develop a solution that best suits your needs.

Find out more at thermofisher.com/instrumentservices and thermofisher.com/contactus

Ordering information

Product	Cat. No.
KingFisher instruments	
KingFisher Apex Purification System with 96 PCR Head**	5400910
KingFisher Apex Purification System with 96 Combi Head**	5400920
KingFisher Apex Purification System with 96 Deep-Well Head**	5400930
KingFisher Apex Purification System with 24 Combi Head**	5400940
KingFisher Flex Purification System with 96 PCR Head**	5400610
KingFisher Flex Purification System with 96 KingFisher Head**	5400620
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
KingFisher Presto Purification System with 24 Deep-Well Head**	5400840
KingFisher Presto Purification System with 96 Deep-Well Head**	5400830
Nucleic acid purification products	
KingFisher Duo-Ready DNA Ultra 2.0 Prefilled Plates	A36584
KingFisher Flex-Ready DNA Ultra 2.0 Prefilled Plates	A36586
MagMAX <i>mirVana</i> Total RNA Isolation Kit	A27828
MagMAX DNA Multi-Sample Ultra 2.0 Kit*	A36570
MagMAX Saliva gDNA Isolation Kit*	A39060
MagMAX Cell-Free DNA Isolation Kit*	A29319
MagMAX Cell-Free Total Nucleic Acid Isolation Kit*	A36716
MagMAX FFPE DNA/RNA Ultra Kit*	A31881
MagMAX Microbiome Ultra Nucleic Acid Isolation Kit*	A42357, A42358
MagMAX Viral/Pathogen Nucleic Acid Isolation Kit*	A42352
MagMAX Viral/Pathogen Ultra Nucleic Acid Isolation Kit*	A42356
MagMAX Plant DNA Isolation Kit*	A32549
MagMAX Plant RNA Isolation Kit	A33784
MagMAX Wastewater Ultra Nucleic Acid Isolation Kit	A52606
MagMAX Wastewater Ultra Nucleic Acid Isolation Kit with Virus Enrichment	A52610
Dynabeads mRNA DIRECT Purification Kit	61011
Immunoprecipitation and protein products	
Dynabeads Protein A	10002D
Dynabeads Protein G	10004D
Dynabeads M-280 Sheep Anti-Mouse IgG	11202D
Dynabeads M-280 Sheep Anti-Rabbit IgG	11204D
Dynabeads M-280 Streptavidin	11206D
Dynabeads His-Tag Isolation and Pulldown	10103D
Pierce Streptavidin Magnetic Beads	88817
Pierce Protein A/G Magnetic Beads	88803
Pierce Protein A/G Magnetic Agarose Beads	78609
Pierce Ni-NTA Magnetic Agarose Beads	78605
Pierce Anti-DYKDDDDK Magnetic Agarose Beads	A36797
Pierce Glutathione Magnetic Agarose Beads	78601
SMART Digest kits for peptide mapping and quantitation	60109-101-MB-60109-109-MB
SMART Digest IA kits for peptide quantitation	60110-103-60112-104

* May be purchased as individual bulk reagents.

** For Laboratory Use.

More beads, more applications

There are many more magnetic bead kits available that can be automated on KingFisher instruments. Find the right kit for your application at thermofisher.com/kingfisherkits

 Learn more at thermofisher.com/kingfisher

Thermo Scientific KingFisher Flex purification system

Sole source specifications

- Medium to high throughput automated system consisting of KingFisher magnetic particle purification instrument, optimized DNA/RNA purification kits, plastic consumables and BindIt Software.
- Instrument can be used for nucleic acid, protein and cell purification applications
- Bench top instrument with footprint (68x60x38 cm), weight 28 kg
- Process up to 96 samples per run with total working volume from 20 µl to 5000 µl
- User interchangeable magnetic head with 4 different options
 - 96DW magnetic head for 96 samples for volumes 20-1000 µl
 - 24DW magnetic head for 24 samples for volumes 200- 5000 µl
 - 96KF magnetic head for 96 samples for volumes 20-200 µl
 - 96PCR magnetic head for 96 samples for volumes 20- 100 µl
- Instrument utilizes permanent earth magnetic rods which are covered with disposable plastic tip comb during processing
- Magnetic particles are collected in the very end of the tip during process which enables release of particles in the small volume and concentrated end-product
- BindIt software for customer protocol modification
- Open system for user selectable magnetic particle based reagents
- Specially designed KingFisher plastic consumables for best performance
- Purification protocols can be run stand alone using instrument color display or through BindIt Software
- Protocols transferable into instrument using BindIt Software
- Integrated heating capability for all magnetic head types
 - Heating capability from +5°C above ambient temperature to +115°C
- Shield plate which moves under magnetic head during rotation of the round table
- Fast protocol run times, typically 30-60 min depending on the applications
- Suitable for automated systems using automation interface

This sole source document informs, confirms, and certifies that the Thermo Scientific™ KingFisher Flex purification instrument is according to our best knowledge the only purification instrument with the above feature combination and therefore a proprietary item of Thermo Fisher Scientific.

**The State of West Virginia
Department of Agriculture**

CRFQ 1400 AGR2400000011

Title: Real-Time PCR Systems & Magnetic Particle Processor

Life Technologies Corporation
Service Plans

Services and support

Field service plans for life sciences

Customers worldwide count on us to deliver industry-leading service and support. You can too.



AB Platinum plan

The AB Platinum instrument plan offers our highest level of service, providing 24/7/365 priority technical and rapid-response on-site support. Its enhanced features maximize the uptime of your Thermo Scientific™ KingFisher™ and Applied Biosystems™ instruments, and keep you focused on the fight.



98% uptime guarantee*

Get the total support that a pandemic demands. The AB Platinum instrument service plan's enhanced features maximize your uptime to keep you focused on the fight.



Priority Technical Support

Every minute counts when an issue threatens your productivity. The AB Platinum instrument service plan gives you 24/7 priority phone and email access to remote technical service and support specialists—365 days a year—to triage, troubleshoot, and resolve issues, including those related to digital and remote capabilities for connected instruments.**



Qualification services

Documenting that your instruments are performing within manufacturing specifications is a vital step for your lab. The AB Platinum instrument service plan provides qualification services after planned maintenance visits and following any major repairs.



Rapid-response on-site support

Getting on-site support shouldn't require long waits that leave your work idle. Our field service engineers will be at your location within the next business day of your request.†



FAS training

We help you get the most out of your investment. In addition to instrument training, the AB Platinum instrument service plan includes a 2-hour remote field application scientist (FAS) consultation.



Planned maintenance

Proactive instrument maintenance is the best way to help keep your system working at its best. Planned maintenance (PM) is included per requirements.



Comprehensive repair coverage

Repairs don't have to result in extended delays. Our unlimited comprehensive repair coverage allows you to keep your work moving.



Digital remote support

Support technologies should be as innovative as the systems they serve. The AB Platinum instrument service plan includes pioneering on-demand tools and capabilities such as remote support using augmented-reality (AR) technology, instrument-driven support, and on-demand instrument training.

Plan to stay up and running at thermofisher.com/abplatinum

For *In Vitro* Diagnostic Use.

* Terms and conditions apply. For complete details, go to thermofisher.com/uptime.

** Priority Technical Support is available in the English language only.

† Rapid-response on-site support within the next business day is subject to regional availability.

Field service plan specifications

AB Assurance plan and AB Protection plan

- Two-day on-site response for the AB Assurance plan
- Remote instrument monitoring and diagnostics
- Highest-priority Remote Service Center support
- For on-site product repair services, the price of the Thermo Fisher Scientific engineer's travel, labor, and replacement spare parts are included
- PM service to be scheduled at a mutually agreeable date during the term of the agreement depending on the number of PMs as described in the quotation
- One calibration kit for qPCR instruments

AB Maintenance plan and AB Maintenance Plus plan

- Target 2-day on-site response time
- AB Maintenance Plus plan offers all the benefits of the standard AB Maintenance plan, plus a 10% discount on parts, travel, and labor for remedial repairs
- PM service to be scheduled at a mutually agreeable date during the term of the agreement depending on the number of PMs as described in the quotation
- Price of repairs (spare parts, engineer's travel, and labor) is not included

PM service

The PM service is outlined in the product-specific PM protocol (available on request) and is subject to change at our discretion. The PM service includes the tasks as outlined on page 3.

Spare parts necessary to perform the PM are included. Additional spare parts required for any repairs may be subject to charge.

All plans exclude:

- Printers and any other computer peripherals
- Computers, with the exception of one (1) validated product control and data collection computer
- Software upgrade including operational system upgrade
- Instrument upgrade
- Consumables, reagents, and instrument accessories
- Network connection and parameters
- Maintenance and repair services (time and materials) for third-party instruments, unless specifically included in the quotation
- Troubleshooting and fixing software or communication failure with the instrument due to an invasive virus, Trojan, or malware

All plans include:

- Maintenance and repair of one (1) product control and data collection computer including the monitor, if purchased from Thermo Fisher and matching with our recommendations (excluding printers and other peripherals)
- Corrective software update during PM
- Telephone and email access to service specialists and FASs during normal working hours for basic assistance and guidance on routine end-user maintenance and troubleshooting tasks not covered under services

About planned maintenance services

Proactively resolve instrument problems to increase uptime

PM services are critical to the life and utility of your Thermo Scientific™, Applied Biosystems™, Invitrogen™, and Ion Torrent™ instruments. Undiscovered issues can lead to not only unplanned repair costs, but unnecessary downtime and decreased performance, too.

As the instrument manufacturer, we recommend a scheduled PM visit at least once per year to help keep your instrument running in peak condition when you need it most.

Because PM services are so important, scheduled maintenance visits are included in most of our on-site service plans, and available as an add-on service to most of our off-site plans. If you require additional PM visits, these can be added on to your existing service plan or purchased as needed to best meet your needs.

What's included in a PM service

During your PM service visit, the field service engineer will perform the following:

- Inspection of the system
- Software update if required
- Cleaning, lubricating, and aligning of relevant mechanical parts
- Cleaning and aligning of optical systems
- Functional tests and performance verification
- Documentation of maintenance tasks, results, and findings

Instruments we maintain:

- DNA and RNA purification
- Flow cytometry
- Imaging and microscopy
- Laser capture microdissection
- Microarray
- PCR
- Protein electrophoresis and western blotting
- Rapid DNA analysis
- Real-time PCR (qPCR)
- Capillary electrophoresis
- Next-generation sequencing (NGS)
- Microplate washers and readers

Table 1. On-site service plans

Designed to support larger systems such as qPCR, genetic analysis, capillary electrophoresis, flow cytometry, and NGS instruments.

Service	AB Maintenance Plus	AB Assurance	AB Platinum
Response time	3 business days*	2 business days**	Next business day**
PM	√	√	√
Parts, labor, and travel	10% discount	√	√
Digital remote support	√	√	√
Qualification	Available as add-on	Available as add-on	√
FAS consultation	Available as add-on	Available as add-on	√
Technical support (Mon–Fri, standard business hours)	√	√	24/7/365
98% uptime guarantee†			√

* After receipt of purchase order.

** Availability limited in some geographic areas.

† Terms and conditions apply. For complete details, go to **AB Platinum Plan terms and conditions**.

Contact us

To request a service, go to thermofisher.com/instrumentservices. Alternatively, you can call us at 1-800-955-6288. Please have your instrument serial number available.

We will register your details and arrange for an engineer to contact you by telephone to investigate your circumstances and needs, provide immediate remedial assistance when possible, or schedule an on-site evaluation by a service engineer of the reported problem and subsequent commencement of any repair services deemed necessary by Thermo Fisher per its reasonable discretion, to return the products to our published performance specifications.

All plans are subject to Thermo Fisher Scientific terms and conditions of service.

 Find out more at thermofisher.com/instrumentservices

**The State of West Virginia
Department of Agriculture**

CRFQ 1400 AGR2400000011

Title: Real-Time PCR Systems & Magnetic Particle Processor

Life Technologies Corporation
**The State of West Virginia General
Terms and Conditions**

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 by the Vendor.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and/or services requested in the Solicitation and consists of the following documents: (1) Vendor's Quotation S5355819 dated March 20, 2024, including Life Technologies' Terms and Conditions of Sale and Instrument Services Terms and Conditions, which are attached hereto, and incorporated herein by reference to be applied to the extent allowable under the laws of the State of West Virginia and that are not inconsistent with the terms and conditions herein, (2) these General Terms and Conditions, as amended.

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 and/or services that is published by the Purchasing Division.

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

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

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be

determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

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

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

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

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

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

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

the contract will continue for _____ years;
Revised 8/24/2023

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

- One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods and services contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.
- Other:** Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for ~~the life of the Contract~~ one time purchase per Quotation S5355819, 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. Upon such cancellation for convenience, for any extended warranties and/or planned maintenance, the State shall pay the total prices of services actually performed and expenses actually and reasonably incurred in servicing the covered equipment from the effective date of this Contract until the cancellation date or the prorated price of the underlying service plan from its effective date until the cancellation date, whichever is greater.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract. All goods or services purchased from the Vendor shall be delivered according to the quotation and invoice terms. Time is of the essence to the extent the Parties have mutually agreed to in writing as to a performance or delivery date and each has performed prior conditions required for delivery.

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 manufacturer; and (b) be merchantable and fit for the purpose intended; and~~

~~28. (e) be free from defect in material and workmanship. The manufacturer's standard warranties shall apply to the purchase of goods and services under this Contract.~~

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 ~~non- public~~ 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 ~~applicable and reasonable provisions of the~~ Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy. ~~Such obligations shall not apply to information that is (a) in the public domain at the time of its disclosure through no fault of the receiving party; (b) was lawfully in the receiving party's possession prior to its receipt from disclosing party, or (c) becomes known to the receiving party from a third party, who is not subject to an obligation of confidentiality towards the other disclosing party. In case a party is required to disclose confidential information by virtue of a court order or statutory duty, then the party shall be allowed to do so, provided that the party shall, without delay, inform the other party in writing of receipt of such order or coming into existence of such duty and enable the other party reasonably to seek protection against such order or duty.~~

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

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

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

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

provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

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

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

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

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any third party claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract, to the extent

such claims are related to injury to persons, including death, or damage to tangible property occurring as a result of Vendor's negligent acts or omissions, or willful misconduct; (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 applicable State and Federal laws including, but not limited to, labor and wage and hour laws.

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

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

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

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

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

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

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

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

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

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

~~works project.~~

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

43.41. _____ INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-

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

44.42. _____ 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.

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

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

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

(Printed Name and Title) Lori Drapeau, Contracts Specialist

(Address) 5781 Van Allen Way Carlsbad, CA 92008

(Phone Number) / (Fax Number) 760-795-7856

(email address) lori.drapeau@thermofisher.com

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

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

Life Technologies Corporation

(Company)



(Signature of Authorized Representative)

Lori Drapeau, Contracts Specialist

March 27, 2024

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

760-795-7856

(Phone Number) (Fax Number)

lori.drapeau@thermofisher.com

(Email Address)

**The State of West Virginia
Department of Agriculture**

CRFQ 1400 AGR2400000011

Title: Real-Time PCR Systems & Magnetic Particle Processor

Life Technologies Corporation
Terms and Conditions of Sale
(“Sales Terms”)

TERMS AND CONDITIONS OF SALE

Unless otherwise expressly agreed in writing, your purchase of products is subject to the following terms and conditions:

Note: Life Technologies Corporation is referred to herein as “we” “us” or “our” and Customer is referred to as “you” and “your”.

1. Agreement Terms

1.1 General Terms. These terms and conditions (“Terms”), our quotation (if any) and Supplementary Terms, if any, comprise the agreement (“Agreement”) between you and Life Technologies Corporation. You agree to accept and be bound by the Agreement by ordering products on thermofisher.com or if you receive ordering or sales documents that reference these Terms. This Agreement is the complete and exclusive contract between us with respect to your purchase of the products.

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. You may make payments via ACH or other electronic interface that directly exchanges funds between your bank account and ours; checks mailed to one of our lockbox remittance locations; or a credit card at the time of purchase. We will not accept credit card payments made after the time of your purchase.

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.

If we determine that products for which you requested warranty services are not covered by the warranty, or if we provide repair services or replacement parts that are not covered by this warranty, you will pay or reimburse us for all costs of investigating and responding to such request at our then prevailing time and materials rates.

8.5 Limitations.

(A) OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER AND YOU CANNOT TRANSFER THEM. OUR OBLIGATION TO REPAIR OR REPLACE A PRODUCT IS YOUR SOLE REMEDY.

(B) EXCEPT AS OTHERWISE STATED, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES

(a) OF MERCHANTABILITY;

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

(c) THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8.6 Remedies. During the applicable warranty period only, for products not meeting our warranty, we agree, in our sole discretion, to repair or replace the non-conforming product and/or provide additional parts as reasonably necessary to comply with our warranty obligations, but you must first promptly notify us in writing when you discover any defect or non-conformance, and include in the notice clear details of your warranty claim. After our review, assuming we authorize the product return, we will provide you with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions that you must follow. For valid product warranty claims timely made in accordance with this Agreement, you must return the non-conforming products to us, unless we agree otherwise, and we will prepay the shipping costs. For instruments only, we may choose to provide you with new or refurbished replacement parts. All replaced parts will become our property. We will ship your repaired or replacement products according to our Delivery terms in Section 5 of these Terms.

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.

THIS INDEMNITY IS OUR ONLY LIABILITY TO YOU, AND, SUBJECT TO SECTION 11.4 OF THESE TERMS, YOUR ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT.

(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.

10. Software

10.1 Definitions. With respect to any software products incorporated in or forming a part of our products, you understand and agree that we are licensing such software products and not selling them, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "you" is understood and agreed to mean "licensee". We, or our licensor, as applicable, retain all rights and interest in software products we provide to you.

10.2 License. We hereby grant to you a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software we provide to you under this Agreement solely for your own internal business purposes on the hardware products we provide you hereunder, and to use the related documentation solely for your own internal business purposes. This license will automatically terminate when your lawful possession of the associated hardware products provided hereunder ceases, unless earlier terminated as provided in this Agreement.

10.3 Restrictions. You agree to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. You may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without our prior written consent. We will be entitled to terminate this license if you fail to comply with any term or condition herein.

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.

10.5 Third Party Software. The warranty and indemnification provisions set forth in this Agreement will not apply to third party owned software products we provide you. We agree, however, to assign to you any warranty rights we may receive from the original developer or third party supplier, to the extent the original developer or third party supplier allows.

11.

11.1 Use Limitations. As between you and us, we exclusively own all intellectual property rights relating to our products and services. Unless we expressly state otherwise in Supplementary Terms, our sale of products to you grants you only a limited, nontransferable right under our intellectual property to use the quantity of products purchased from us for your internal research purposes. No right to transfer, reverse engineer, decompile, disassemble, distribute or resell our products or any of their components is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by us in writing, you will not modify, change, remove, cover or otherwise obscure any of our brands, trade or service marks on the products. Nothing in the Agreement limits our ability to enforce our intellectual property rights.

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.

Version May 24, 2021-bc

**The State of West Virginia
Department of Agriculture**

CRFQ 1400 AGR240000011

Title: Real-Time PCR Systems & Magnetic Particle Processor

Life Technologies Corporation
**Instrument Terms and Conditions
of Sale
("Service Terms")**

Instrument Services Terms and Conditions
Re [Enter Customer's Legal Entity Name]
Effective Date: TBD

These terms and conditions apply to instrument services purchased from Life Technologies Corporation (“we” “us” or “our”). If you purchase instrument services from other Thermo Fisher Scientific entities, different terms and conditions may apply. If you have any questions about our quotation, our ordering process, or what terms and conditions apply to your order, please call Customer Services at 1 800 955 6288.

Note: Life Technologies Corporation is referred to herein as “we” “us” or “our” and [CUSTOMER'S LEGAL ENTITY NAME] is referred to as “you” and “your”.

1. Contract Terms.

1.1 **General Terms.** These are the contract terms and conditions under which we sell, and/or provide, our Instrument Services to you (“Service Terms”), unless (i) we specifically designate other terms to apply to a specific service; or (ii) if you and we have entered into a valid, active, written agreement that expressly provides that its terms supersede and replace these Service Terms with respect to the services covered by the other agreement. Any additional or different terms and conditions that you may provide to us, are material alterations and we reject them. These Service Terms collectively with any quotation provided by us constitute the “Agreement.” Our offer to sell and/or perform Instrument Services is expressly limited to the terms of the Agreement. By ordering or requesting Instrument Services from us, you agree to accept and be bound by these Service Terms. The Agreement is the complete and exclusive contract between us with respect to your purchase of, or request for, Instrument Services.

1.2. **Terms Conflict.** If any conditions within the Agreement documents conflict with each other, we will give them the following order of precedence with the document listed first being given a higher order of priority: these Service Terms, the quotation, and, if you are buying a Service Plan, the service level description of the Service Plan.

1.3. **When Agreement takes Effect.** The Agreement between us is created when we accept your order or request, either by sending a written confirmation or by initiating performance of the Instrument Services.

2. Service Offerings.

2.1. **Service Offerings.** We offer repair, maintenance, relocation, recertification, training, qualification, and technical and application support services for your instruments and devices (collectively, “Instrument Services”).

2.2. **Manufacturer Warranty Services.** Some of our Instrument Services are provided as part of the limited instrument manufacturer warranty we offer you when you purchase our instrument.

2.3. **Service Plans.** We also provide post-manufacturer warranty maintenance and repair Instrument Services called “Service Plans”. Descriptions of our Service Plans are available at <http://www.thermofisher.com/instrumentservices>.

2.4. **Where we Perform Services.** We perform most Instrument Services in your lab, but we may perform some Instrument Services for smaller instruments at one of our facilities.

3. Price.

3.1. **Determining Price.** For Instrument Services you purchase, the price is shown in our quotation to you. If we do not provide you with a quotation, the price will be the list price that applies to your country on the date we receive your order.

3.2. **Taxes and Fees.** Our 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, upon request you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. Payment Terms.

4.1. **Payment Terms.** Unless we indicate another period on our quotation, you must pay invoices within 30 days from the invoice date in the currency specified in our invoice. Each order is a separate transaction, and you may not setoff payments from one order against another.

4.2. **Late Payment.** If you are late in making payment, without affecting our other rights, we may suspend performance or cancel your contract, reject your future orders, and charge you a late-payment charge, from the due date until paid, at the rate of 1% per month (12% per year) or, if less, the maximum amount allowed by law. You agree to pay this late charge upon request.

4.3. **Collection Costs.** If we appoint a collection agency or an attorney to recover any unpaid amounts, you must pay, to the extent permitted by applicable law, all reasonable costs of collection, including all associated reasonable attorneys’ fees.

5. Scheduling.

- 5.1. Available Times. We provide Instrument Services Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding holidays.
- 5.2. Scheduling. We will work with you to schedule Instrument Services at a time that is mutually convenient.

6. Decontamination and Safe Working Environment.

- 6.1. Decontamination Obligations. Before we perform Instrument Services on your instrument, you will fully decontaminate your instrument or its component of radioactive, biological, toxic or other dangerous materials or substances or any material and, if we request, you will submit to us an accurate and completed certificate of decontamination.
- 6.2. Moving Instrument. If we reasonably request, you agree to move your instrument to another location that we reasonably deem is safe for our employees to perform Instrument Services.
- 6.3. Biosafety Level-3 and 4 Laboratories. We do not service instruments in biosafety level-3 laboratories, unless we agree otherwise in writing in advance. There may be an additional charge and additional terms for Instrument Services in such facilities. We do not service instruments in biosafety level-4 laboratories.

7. Spare Parts.

- 7.1. Repair or Replace. We may repair or replace any parts of the instrument based on our reasonable professional judgment.
- 7.2. New, Used or Reconditioned Parts. We may use new, used, or reconditioned parts. All parts will have the same warranties as new parts. We may retain any replaced part as our property.

8. Service Plans.

- 8.1. Service Level Descriptions. For service level descriptions of our Service Plans, please go to <http://www.thermofisher.com/instrumentservices>. The terms of Service Plans that apply to you are incorporated into these Service Terms.
- 8.2. Instrument Recertification. If your instrument has not been under our warranty or our Service Plan immediately prior to the time of your requested coverage, before we cover your instrument under a Service Plan, we may require instrument recertification. We will provide instrument recertification services on a time-and-materials basis. If applicable, the fees for any such recertification services will be estimated by us and approved by you in writing, in advance of our performance of recertification services.
- 8.3. No Coverage for Ancillary Equipment. Unless we stated otherwise in our quotation, our Service Plans cover only our instruments and do not include ancillary equipment even if we supplied it.
- 8.4. No Replacement of Consumables. Our Service Plans do not cover replacement of consumable products used on the instruments.
- 8.5. Exclusions. In addition to the above exclusions, our Service Plans do not cover replacement of parts or repairs needed for defects or damage resulting from (i) your neglect, carelessness, or misuse, for example, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with our instructions or specifications, or your improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that we did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that you or your employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that we did not cause.
- 8.6. Terminating your Service Plan. Service Plans may be terminated in the following ways:
- (A) Terminating for Any Reason. You or we may cancel your Service Plan by sending a written notice of termination to the other at least 30 days before effective date of termination.
- (B) Terminating for Cause. We may immediately terminate a Service Plan if the instrument covered by the Service Plan is transferred to another location without our advance written consent, or we may adjust the cost of providing the Instrument Services at the new location provided you agree in writing to pay the new rate which may be higher.
- (C) Effects of Termination. If a Service Plan is terminated by you under Section 8.6(A) or by us under

Section 8.6(B), we will charge you for the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered instrument under the underlying Service Plan from its effective date until the effective termination date, or the prorated price of the underlying Service Plan from its effective date until the effective termination date, whichever is greater, plus 15% of the total fee paid for the underlying Service Plan. We will credit you for any payment that you made to us in excess of this amount and you may use the credit toward future purchases from us of instruments, consumables or Service Plans. We do not provide cash refunds on account of the early cancellation of any Service Plan or other agreement for Instrument Services.

9. Limited Warranty for Instrument Services.

9.1. **Limited Warranty.** We warrant that the Instrument Services we provide to you will be in accordance with the generally accepted standards prevailing in the Instrument Service industry. You must make any claim for breach of this warranty within 90 days of the date the Instrument Services were performed and prior to any unauthorized repair, change, or modification has been made to any part of the instrument.

9.2. **Exclusions.** Our warranties do not apply to (i) your neglect, carelessness, or misuse, such as but not limited to, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with our instructions or specifications, or your improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that we did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that you or your employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that we did not cause. 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 THESE INSTRUMENT SERVICES AND THE AFFECTED PRODUCTS.

9.3. **Remedies.** During the applicable warranty period only, for services not meeting our warranty, we agree, at our option to: (i) re-perform the defective Instrument Services, or (ii) refund to you the fee you paid to us for the defective Instrument Services, if applicable. This section states our entire liability for a valid warranty claim under the Agreement.

9.4. **Limitations.** OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER, AND YOU CANNOT TRANSFER THEM. WITH RESPECT TO INSTRUMENT SERVICES, EXCEPT AS EXPRESSLY STATED, WE DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

10. Compliance with Laws, Codes, Rules and Regulations.

10.1 We make no representation that the Instrument Services we provide to you will meet or satisfy standards of any governmental body, including the U.S. Food and Drug Administration. You agree that it is your responsibility to ensure that such services are adequate to meet your regulation or certification requirements and that all requirements of any governmental body or other organization, including, but not limited to, any requirement of the U.S. Food and Drug Administration are your responsibility.

10.2 In fulfilling obligations under the Agreement, we and you agree to comply, and to have your or our employees and subcontractors assigned to the Agreement and business relationship comply, with all applicable laws, codes, rules and regulations which may relate to our respective activities and responsibilities under the Agreement.

11. Indemnification.

11.1. **Our General Indemnity.** We will indemnify and hold you harmless from and against any and all third-party claims for injury to persons, including death, or damage to tangible property occurring while our employees are on your premises to the extent the claims are caused by our employees' gross negligence, recklessness, and willful misconduct, provided we are given prompt notice of any claim and, to the extent permitted by applicable law, the opportunity to control the defense and settlement of the claim.

11.2. **Conditions to Our Indemnity.** As a condition to any of 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) to the extent permitted by applicable law, allow us to solely control the defense or settlement of the claim; and (d) give us your reasonable information, co-operation and assistance.

12. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE OR YOU 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 COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT WE OR YOU MIGHT INCUR UNDER THE AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE OR YOU HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF

INSTRUMENT, EQUIPMENT, OR PRODUCT ERROR OR THE FAILURE OF AN INSTRUMENT, EQUIPMENT, OR OTHER PRODUCT TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS. OUR TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE SERVICE TERMS, ANY SERVICE PLAN, OR INSTRUMENT SERVICES, INCLUDING WITHOUT LIMITATION ANY SERVICES RENDERED THEREUNDER, OR BREACH THEREOF OR FAILURE TO PERFORM IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES YOU PAID US FOR THE SPECIFIC SERVICE PLAN OR INSTRUMENT SERVICES THAT GIVE RISE TO YOUR CLAIM.

NOTWITHSTANDING THE FOREGOING, THE PROVISIONS ABOVE IN THIS SECTION 12 DO NOT LIMIT A PARTY'S LIABILITY FOR INDEMNIFICATION, BREACH OF CONFIDENTIALITY, FRAUD, OR THAT CANNOT BE LIMITED BY LAW.

13. Miscellaneous.

13.1. Assignment. You or we may not transfer or assign your Service Plan or any contract with us for Instrument Services without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Any attempted transfer or assignment in violation of this Section 13.1 will be void. Notwithstanding the foregoing and subject to Section 8.6(B) of these Service Terms, we or you may assign the Agreement without consent to an affiliate or to a purchaser of all or substantially all of our or your assets or in connection with a merger, acquisition, or consolidation, provided that we or you provide written notice to the other of such assignment within a reasonable time from the date of such assignment and further provided that the non-assigning party is not prohibited by law or regulation or business policies from conducting business with the entity to which this Agreement is assigned. Our and your rights, obligations and liabilities will inure to the benefit of and bind our and your successors and assigns.

13.2. Intellectual Property. Nothing in these Service Terms shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel, or otherwise, to you, or to limit our rights to enforce our patent or other intellectual property rights.

13.3. Governing Law. The Agreement and performance under it will be governed by the laws of the State of Delaware, USA, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

13.4. Uncontrollable Circumstances. We or you will not be responsible or liable for failing to perform our or your obligations (excluding your payment obligations) under the Agreement to the extent caused by circumstances beyond our or your reasonable control.

13.5. No Waiver; Invalidity. Our or your failure to exercise any rights under the Agreement is not a waiver of our or your rights to damages for 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. Headings are for convenience only and shall not be used in the interpretation of these Service Terms.

13.6. Confidentiality. All non-public information that either party ("Receiving Party") receives or acquires from the other party ("Disclosing Party"), either in writing, orally, or through observation of operations, or in the course of fulfilling obligations under the Agreement that is marked as confidential, or if not so marked, which a reasonable person would identify as confidential given the nature of the information and the circumstances of its disclosure ("Confidential Information") shall be held by the Receiving Party in confidence at all times, employing reasonable means to protect the confidentiality of the Confidential Information and used solely as required to perform the obligations under the Agreement, and shall be returned or destroyed when no longer required, or upon request by the Disclosing Party. The Receiving Party shall ensure that all recipients of the said Confidential Information, including a Receiving Party's employees, agents, subcontractors and/or licensors, comply with the obligations under this section. For the avoidance of doubt, it is understood and agreed that our Confidential Information includes the terms of the Agreement and any non-public technical information, commercial information (including prices, without limitation), manuals or instructions received from us as a result of discussions, negotiations and other communications between you and us in relation to our products or Instrument Services, and your Confidential Information includes the terms of the Agreement and any non-public information about you, your business, operations, and research and development programs, or that is viewed or accessed either during the performance of this Agreement or as a result of discussions, negotiations or other communications between you and us. A Receiving Party will not disclose, or allow to be disclosed, the Confidential Information by any means to any third party without the prior written approval of the Disclosing Party.

The above obligations of confidentiality and non-disclosure do not apply to information that:

- (A) is or becomes publicly available other than through breach of these Service Terms;
- (B) is lawfully obtained by either party from a lawful third party without breach of these Service Terms by a party or its employees, agents, subcontractors or licensors;
- (C) was known to a party prior to disclosure to such party by a Disclosing Party as shown by documentation sufficient to establish such knowledge; or
- (D) is required by law to be disclosed by you or us.

13.7. Notices. Any notice or communication required or permitted under these Service 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.

13.8. Our Insurance. For the duration of the Agreement:

(A) We will pay for and maintain the following minimum limits of insurance coverage: (i) commercial general liability and products liability coverage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, (ii) commercial automobile liability covering liability arising out of our operation of any vehicle (any automobile, including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, (iii) umbrella liability coverage with limits not less than \$5,000,000 per occurrence and \$5,000,000 aggregate, and (iv) workers' compensation as may be required by the jurisdiction in which we are doing business and employers' liability insurance of \$1,000,000. Coverage may be provided on a claims-made rather than occurrence basis. If coverage is provided on a claims-made basis, coverage will be maintained for a period of three (3) years following termination of the Agreement with a retroactive date on or prior to the effective date of the Agreement.

(B) If agreed in writing that these Service Terms will govern, you will be included as an additional insured under the commercial general liability and umbrella liability policies for liability arising out of operations by us or on our behalf, but only to the extent required by written Agreement.

(C) Upon request, we will promptly furnish a certificate of insurance, and applicable endorsement, to you evidencing such coverages. To receive a certificate of insurance, you must provide your desired address for the certificate holder. Any applicable endorsement will be a blanket endorsement.

(D) We will provide a minimum of thirty (30) days advance written notice to you in the event of cancellation of our insurance policies in the event a gap in coverage would be reasonably expected to occur.

13.9. Changes to Terms. We reserve the right to change these Service Terms at any time. Any changes made will not apply to the Agreement between us for any order we receive before the changes are made. The most recent revision date can be found at the end of these Service Terms.

Version 03-10-2021

As revised on [Enter Date of Final Negotiated Version]