



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 @ 1

[List View](#)

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

Procurement Folder: 972446

Procurement Type: Central Purchase Order

Vendor ID: 000000175344

Legal Name: LIFE TECHNOLOGIES CORPORATION

Alias/DBA:

Total Bid: \$87,813.76

Response Date: 01/04/2022

Response Time: 17:09

Responded By User ID: Lifetech

First Name: Gigi

Last Name: Chapman

Email: Bids.ContractServices@lifetech.com

Phone: 800-955-6288

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2200000015

Published Date: 11/30/21

Close Date: 1/6/22

Close Time: 13:30

Status: Closed

Solicitation Description: REAL-TIME PCR SYSTEM

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
Solicitation Response

<b>Proc Folder:</b> 972446		
<b>Solicitation Description:</b> REAL-TIME PCR SYSTEM		
<b>Proc Type:</b> Central Purchase Order		
Solicitation Closes	Solicitation Response	Version
2022-01-06 13:30	SR 1400 ESR01042200000003991	1

VENDOR
000000175344 LIFE TECHNOLOGIES CORPORATION

**Solicitation Number:** CRFQ 1400 AGR2200000015

**Total Bid:** 87813.75999999999476131051778 **Response Date:** 2022-01-04 **Response Time:** 17:09:10

**Comments:**

<b>FOR INFORMATION CONTACT THE BUYER</b> Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov		
<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Real-Time PCR System with Notebook Computer including	2.00000	EA	43520.000000	87040.00

Comm Code	Manufacturer	Specification	Model #
41000000			

**Commodity Line Comments:** AVAILABLE 02/04/2022. After the award, the delivery is typically three (3) days after Purchase Order receipt

**Extended Description:**

Real-Time PCR System

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Fast 96 Well Rnase P Verification Plate	2.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
41000000			

**Commodity Line Comments:** After the award, the delivery is typically three (3) days after Purchase Order receipt

**Extended Description:**

Fast 96 Well Rnase P Verification Plate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Optical Adhesive Covers	2.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
41000000			

**Commodity Line Comments:** After the award, the delivery is typically three (3) days after Purchase Order receipt

**Extended Description:**

Optical Adhesive Covers



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	FAST 96 WELL Hardshell Plate	2.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
41000000			

**Commodity Line Comments:** After the award, the delivery is typically three (3) days after Purchase Order receipt

**Extended Description:**

FAST 96 WELL Hardshell Plate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Shipping & Handling	1.00000	EA	773.760000	773.76

Comm Code	Manufacturer	Specification	Model #
78121603			

**Commodity Line Comments:**

**Extended Description:**

Shipping & Handling

### Submission via wvOasis

Attention: Bid Clerk  
Buyer: Crystal Hustead

**Due Date and Time: Thursday, January 6, 2022 at 1:30 p.m. Eastern (11:30 p.m. Pacific)**

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

1. The present cover letter;
2. Description Pages;
3. Instructions to Bidders;
4. WV General Terms and Conditions;
5. Addendum Acknowledgement;
6. Specifications;
7. Purchasing Affidavit (notarized);
8. Disclosure of Interested Parties (notarized);
9. Pricing Page;
10. Quotation No. S4465866
11. Product Literature;
12. Preliminary Exceptions to Solicitation; and
13. Terms and Conditions of Sale (“Sales Terms”)

Please note that the terms and conditions of any resulting contract shall be negotiated between the parties upon notification of a potential award to Life Technologies resulting from this CRFQ. Such terms and conditions may be comprised of a combination of the State of West Virginia's General Terms and Conditions and Life Technologies' Terms and Conditions of Sale. Preliminary exceptions to this solicitation's terms and conditions are provided in the proposal. However, such are not all-inclusive of the potential exceptions/deviations to any language that Life Technologies may propose to the terms and conditions.

If you have any questions related to our products or pricing, please contact our Sales Representative, Coleen Mock, by phone at (412) 551-8127, at [Coleen.Mock@thermofisher.com](mailto:Coleen.Mock@thermofisher.com). For contractual issues, please contact Valeria Lakotish at 760-603-7273 or [Valeria.Lakotish@thermofisher.com](mailto:Valeria.Lakotish@thermofisher.com).

Thank you in advance for your time and consideration.

Best regards,



**Patricia A. Trigueiro**

Manager, Contracts

Life Sciences Legal

Thermo Fisher Scientific

Life Technologies Corporation

Phone: 760.476-7854

Email: [patricia.trigueiro@thermofisher.com](mailto:patricia.trigueiro@thermofisher.com)

Attachments

**State of West Virginia  
Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015  
Title: Real-Time PCR System**

**Life Technologies Corporation  
Description Pages**



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

State of West Virginia  
Centralized Request for Quote  
Info Technology

Proc Folder: 972446			Reason for Modification:
Doc Description: REAL-TIME PCR SYSTEM			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-30	2022-01-06 13:30	CRFQ 1400 AGR2200000015	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: 000000100044

Vendor Name : 000000n0000000r00ra00n

Address: 0000an000n0ay

Street:

City: 0ar00ad


State: 0a000rn0 Country: 000 Zip: 02000

Principal Contact: 0000n M000, 00M0000000rr00ry Mana00r000

Vendor Contact Phone: 4120000-0020 Extension: 00n0

**FOR INFORMATION CONTACT THE BUYER**  
Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

000000n0000000r00ra00n0  
0y00a0r00a000r00u00r0, Mana00r0 - 00n0ra000

Vendor  
Signature X  FEIN# 00-000000 DATE January 4, 2022

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

**ADDITIONAL INFORMATION**

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

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

**INVOICE TO****SHIP TO**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Real-Time PCR System with Notebook Computer including	2.00000	EA		

Comm Code	Manufacturer	Specification	Model#
41000000			

Extended Description:  
Real-Time PCR System

**INVOICE TO****SHIP TO**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Fast 96 Well Rnase P Verification Plate	2.00000	EA		

Comm Code	Manufacturer	Specification	Model#
41000000			

Extended Description:  
Fast 96 Well Rnase P Verification Plate

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Optical Adhesive Covers	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41000000			

**Extended Description:**  
Optical Adhesive Covers

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

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

Comm Code	Manufacturer	Specification	Model#
41000000			

**Extended Description:**  
FAST 96 WELL Hardshell Plate

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Shipping & Handling	1.00000	EA		

Comm Code	Manufacturer	Specification	Model#
78121603			

**Extended Description:**  
Shipping & Handling

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



**State of West Virginia  
Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015  
Title: Real-Time PCR System**

**Life Technologies Corporation  
Instructions to Bidders**

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Submit Questions to: Crystal Hustead  
2019 Washington Street, East  
Charleston, WV 25305  
Email: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@wv.gov)

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

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

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

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

**SEALED BID:**

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

Revised 07/01/2021

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**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: January 6, 2022 at 1:30 PM ET

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

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**State of West Virginia  
Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015  
Title: Real-Time PCR System**

**Life Technologies Corporation  
WV 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.

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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

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

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

☐ **Other:** See attached \_\_\_\_\_  
Revised 07/01/2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$100,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

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

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ **\*\*\*STATE OF WEST VIRGINIA MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

☒ **\*\*\*CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**  
WV DEPT OF AGRICULTURE  
1900 KANAWHA BLVD E, CHARLESTON, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(email address)

Life Technologies Inc.

*Life Technologies Initialed:*  
01-04-2022

Revised 07/01/2021

**State of West Virginia  
Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015  
Title: Real-Time PCR System**

**Life Technologies Corporation  
Addendum Acknowledgement**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ AGR2200000015**

**Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.**

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:** ☐ **n** ☐

*(Check the box next to each addendum received.)*

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

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

**n r r a n**

## Company

**Barra, Ruir, Manar, nra**

**Authorized Signature**

**January 4, 2022**

Date \_\_\_\_\_

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



**State of West Virginia  
Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015  
Title: Real-Time PCR System**

**Life Technologies Corporation  
Specifications**

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

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture, Animal Health Division, to establish a contract for the one time purchase of two Real-Time PCR Systems.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means Real-Time PCR System as more fully described by these specifications.
  - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division
  - 2.4 **“PCR”** means Polymerase Chain Reaction
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Real-Time PCR System**
      - 3.1.1.1 Real-Time PCR System must be capable of analyzing 96 samples simultaneously in a 96-well format, must perform quantitative real-time PCR and qualitative post-PCR (end-point)analysis, capable for multiple dye calibration including FAM™/SYBR®Green I, VIC®/JOE™, NED™/TAMRA™/Cy3®, ROX™/TEXAS RED, and Cy5®.
      - 3.1.1.2 Must have specialized application specific software that collects and analyzes fluorescent data for the applications of Absolute

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

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

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

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

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

**3.1.1.6** Must provide Notebook Computer or equal.

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

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

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

**4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by indicating the Model Number/Brand Name along with the Unit Price and Extended Amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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


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

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

*Note: Life Technologies is including Preliminary Exceptions to Solicitation and intends that the terms and conditions of any resulting contract shall be negotiated between the parties upon notification of a potential award to Life Technologies resulting from this CRFQ.  
Life Technologies Initialed:  01-04-2022*

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

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

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

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

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

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

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**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 VENDORDEFAULT:**

**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.

**State of West Virginia  
Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015  
Title: Real-Time PCR System**

**Life Technologies Corporation  
Purchasing Affidavit  
(notarized)**

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Life Technologies Corporation

Authorized Signature:  Date: December 29, 2021

State of California

County of San Diego, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

\*\*\*\* Please see attached California Jurat \*\*\*\*

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

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

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

1  
2  
3  
4  
5  
6

*mmw 12-29-2021*

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me

on this 29th day of December, 2021,  
by Date Month Year

(1) Patricia A. Trigueiro

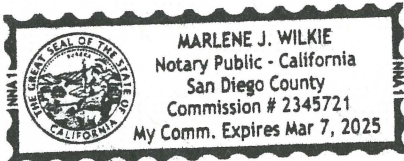
(and (2) \_\_\_\_\_),

Name(s) of Signer(s)

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

Signature \_\_\_\_\_

*mmw*  
Signature of Notary Public



Seal  
Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: 12-29-2021

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



**State of West Virginia  
Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015  
Title: Real-Time PCR System**

**Life Technologies Corporation  
Disclosure of Interested Parties  
(notarized)**

**State of West Virginia**

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

**Name of Contracting Business Entity:** Life Technologies Corporation **Address:** 5781 Van Allen Way, Carlsbad, CA 92008

**Name of Authorized Agent:** Patricia A. Trigueiro **Address:** 5781 Van Allen Way, Carlsbad, CA 92008

**Contract Number:** TBD **Contract Description:** re Life Technologies Corporation

**Governmental agency awarding contract:** Department of Administration re CRFQ 1400 AGR2200000015

☐ Check here if this is a Supplemental Disclosure

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

**1. Subcontractors or other entities performing work or service under the Contract**

☒ Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☒ Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☒ Check here if none, otherwise list entity/individual names below.

**Signature:** 

**Date Signed:** December 29, 2021

**Notary Verification**

**State of** California, **County of** San Diego:

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

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\*\*\*\* Please see attached California Jurat \*\*\*\*

Notary Public's Signature

**To be completed by State Agency:**

**Date Received by State Agency:** \_\_\_\_\_

**Date submitted to Ethics Commission:** \_\_\_\_\_

**Governmental agency submitting Disclosure:** \_\_\_\_\_

Revised June 8, 2018

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

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

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

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*MPD 12-29-2021*

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me

on this 29th day of December, 2021,

by Date Month Year

(1) Patricia A. Trigueiro

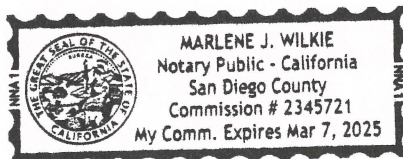
(and (2) \_\_\_\_\_),

Name(s) of Signer(s)

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

Signature \_\_\_\_\_

Signature of Notary Public



Seal  
Place Notary Seal Above

**OPTIONAL**

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**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015**

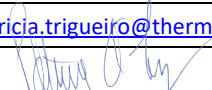
**Title: Real-Time PCR System**

**Life Technologies Corporation**

**Pricing Page**

**Pricing Page**

CRFQ AGR2200000015					
Item No.	Description	Model #/Brand Name	Quantity	Unit Price	Extended Amount
1	Real-Time PCR System w/ Notebook Computer including Software	A28568	2	43,520.00	87,040.00
2	FAST 96 Well RNASE P Verification Plate	4351979	2	n/c	
3	Optical Adhesive Covers	4360954	2	n/c	
4	FAST 96 WELL Hardshell Plate	4483485	2	n/c	
2	1 year additional warranty	ZG11SCQS5FAST	2	5083	10,166.00
1	Smartstart training-1 day	TRN00030	1	n/c	
5	Shipping and Handling	FOB Destination	1	773.76	773.76
Failure to use this form may result in disqualification				<b>GRAND TOTAL</b>	97979.76

Bidder / Vendor Information		
Name:	Life Technologies Corporation	
Address:	5781 Van Allen Way	
	Carlsbad, CA 92008	
Phone:	(760) 476-7854	
Email Address:	<a href="mailto:patricia.trigueiro@thermofisher.com">patricia.trigueiro@thermofisher.com</a>	
Authorized Signature:		

**State of West Virginia  
Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015  
Title: Real-Time PCR System**

**Life Technologies Corporation  
Quotation No. S4465866**



## Life Technologies Corporation

3175 Staley Road  
Grand Island, New York 14072 USA  
Fax No.: 1-800-331-2286 USA  
To Order: 1-800-955-6288 USA  
[www.thermofisher.com](http://www.thermofisher.com)

To place an order from this quote, sign in to your account at [thermofisher.com](http://thermofisher.com)

Alternatively, you can email your order to  
[NAInstrumentOrders@thermofisher.com](mailto: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 for more information  
on how we can meet your financing needs.

<b>Valid From</b>	: 09/08/2021
<b>Valid To</b>	: 03/31/2022
<b>Freight Terms</b>	: FOB DESTINATION - FRT QUOTED
<b>Payment Terms</b>	: 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  ONE YEAR WARRANTY FOR PARTS, LABOR AND SERVICE TRAVEL.	2	\$51,200.00	\$43,520.00	\$87,040.00
2	4351979	FAST 96 WELL RNASE P VERIF PLATE	2	\$796.00	\$0.00	\$0.00



Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
3	4360954	OPTICAL ADHESIVE COVERS 25 PCS/ PACK	2	\$85.50	\$0.00	\$0.00
4	4483485	FAST 96W HARDSHELL PLATE CLEAR ,20 PCS PK 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	2	\$124.00	\$0.00	\$0.00
5	A28807	SMARTSTART, QS 3/5, 1DAY, CS EACH ONE-DAY ONSITE REAL-TIME PCR TRAINING.	2	\$2,605.00	\$0.00	\$0.00

Estimated Shipping & Handling : \$773.76

Total: \$87,813.76

Optional Items:

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
6	ZG11SCQS 5FAST	AB ASSURANCE,QSTUDIO5,0.1ML PC ONE-YEAR PREVENTATIVE MAINTENANCE ASSURANCE PLAN.	2	\$5,980.00	\$5,083.00	\$10,166.00

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**  
**Sales Representative**

**State of West Virginia  
Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015  
Title: Real-Time PCR System**

**Life Technologies Corporation  
Product Literature**

**State of West Virginia**



# qPCR for who you are


QuantStudio real-time PCR and digital PCR systems

Every lab is unique. That's why you deserve a qPCR platform that fits your needs. Perhaps you're looking for simplicity on a budget, or reliable results from limited samples. Maybe your research requires high throughput for maximum productivity, or absolute answers to take your work to the next level. Whatever you need, there's a QuantStudio qPCR system that's just right for your research.



# Your research.




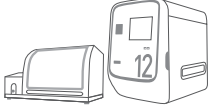

## QuantStudio real-time PCR

QuantStudio™ 3 System	
	
<b>Price</b>	\$\$
<b>Colors</b>	4 colors
<b>Available formats</b>	96-well (0.2 mL block) 96-well Fast (0.1 mL block)
<b>Block change</b>	Fixed
<b>VeriFlex™ temperature control</b>	3 zones
<b>Automation compatible</b>	No
<b>Throughput</b>	Medium
<b>21 CFR Part 11 enablement</b>	Security
<b>Thermo Fisher Cloud</b>	Direct
<b>Touch screen</b>	Yes, interactive
<b>Key applications</b>	<ul style="list-style-type: none"> <li>• Gene expression</li> <li>• miRNA profiling</li> <li>• SNP genotyping</li> <li>• Copy number variation</li> <li>• High resolution melt*</li> <li>• Pathogen detection</li> </ul>

\* Available in 2015

# Your way.

## Real-time PCR and digital PCR systems

Real-time PCR			Real-time & digital PCR	Digital PCR only
 QuantStudio™ 5 System	 QuantStudio™ 6 Flex System	 QuantStudio™ 7 Flex System	 QuantStudio™ 12K Flex System	 QuantStudio™ 3D System
\$\$	\$\$	\$\$\$	\$\$\$\$	\$
5, or 6 colors (21 filter combinations)	5 colors	6 colors (21 filter combinations)	6 colors (21 filter combinations)	2 colors (endpoint detection)
96-well (0.2 mL block) 96-well Fast (0.1 mL block) 384-well	96-well 96-well Fast 384-well	96-well 96-well Fast 384-well TaqMan™ Array card (384-well microfluidic card)	96-well 96-well Fast 384-well TaqMan Array card (384-well microfluidic card) OpenArray™ plates (3,072 through-holes)	20,000 partitions/chip
Fixed	Block change from front in less than 1 minute, no tools required			NA
6 zones (96-well blocks only)	NA			
No	No	Yes	Yes	No
Medium	Medium	High	Very high	Low
Security, auditing, e-signature package	Optional security, auditing, e-signature packages available			No
connection	Connect to cloud through computer			
Yes, interactive	Yes	Yes	Yes	Yes
<ul style="list-style-type: none"> <li>• Gene expression</li> <li>• miRNA profiling</li> <li>• SNP genotyping</li> <li>• Copy number variation</li> <li>• High resolution melt*</li> <li>• Pathogen detection</li> </ul>	<ul style="list-style-type: none"> <li>• Gene expression</li> <li>• miRNA profiling</li> <li>• SNP genotyping</li> <li>• Copy number variation</li> <li>• Protein thermal shift</li> <li>• High resolution melt</li> <li>• Pathogen detection</li> </ul>	<ul style="list-style-type: none"> <li>• Gene expression</li> <li>• miRNA profiling</li> <li>• SNP genotyping</li> <li>• Copy number variation</li> <li>• Protein thermal shift</li> <li>• High resolution melt</li> <li>• Pathogen detection</li> </ul>	<ul style="list-style-type: none"> <li>• Gene expression</li> <li>• miRNA profiling</li> <li>• SNP genotyping</li> <li>• Copy number variation</li> <li>• Protein thermal shift</li> <li>• High resolution melt</li> <li>• Pathogen detection</li> <li>• Pharmacogenomics</li> <li>• Digital PCR</li> </ul>	<ul style="list-style-type: none"> <li>• Quantification of molecular standards</li> <li>• Absolute quantification</li> <li>• Pathogen detection</li> <li>• Load determination</li> <li>• Copy number variation</li> <li>• Digital PCR</li> </ul>



# I need ultimate simplicity

Intuitive and easy use for all levels of experience.

## QuantStudio 3 Real-Time PCR System

The QuantStudio 3 Real-Time PCR System is a small, affordable solution connecting you to your data like never before. Designed to be the easiest to use and most interactive instrument from the QuantStudio instrument family, the QuantStudio 3 system offers the high-performance analysis expected from Applied Biosystems instruments.

### Key benefits

#### Easy to use

Intuitive software design enables easy experiment setup and an interactive system allows you to get results faster. The upgraded touch screen offers an enhanced experience, with increased touch sensitivity and natural interface navigation.

#### Connect to the cloud

Directly connect to Thermo Fisher Cloud to access and analyze your data anytime, from anywhere with an internet connection. Back up and share files to collaborate with colleagues worldwide.

#### Precise temperature control

VeriFlex technology on the QuantStudio 3 system provides three independent temperature zones for precise control over your qPCR optimization.

#### Ready to run

Factory calibrated for optical and thermal accuracy, the instrument is delivered ready for quick installation and use.

## Application spotlight

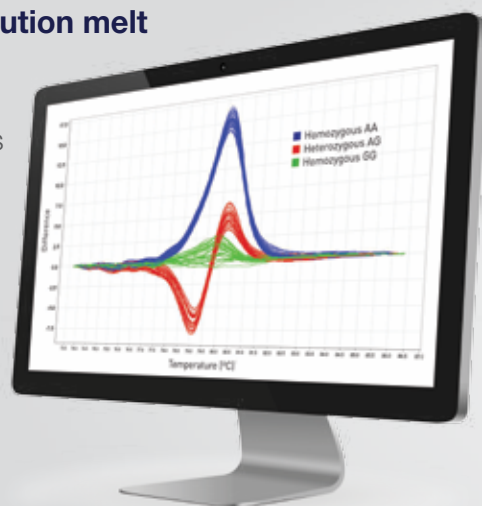
### Identify more new variants quickly and accurately with high resolution melt

High resolution melt (HRM) analysis is based on detecting small differences in PCR melting (dissociation) curves. It is enabled by improved dsDNA-binding dyes used in conjunction with real-time PCR instrumentation that has precise temperature ramp control and advanced data-capture capabilities. Achieve high-throughput HRM analysis using a QuantStudio qPCR System with MeltDoctor™ software, built-in protocols, and calibrations.\*

#### Advantages of HRM

- Low reagent and sample consumption
- Fast, simple workflow
- Thermal optimization not required

\* Available for QuantStudio 3 and 5 systems in 2015.



The QuantStudio 3 system is simple, affordable and designed to get users with all levels of experience up and running quickly.



# I need more control

Take charge of how you create and manage your results.

## QuantStudio 5 Real-Time PCR System

The QuantStudio 5 Real-Time PCR System is a high-performance benchtop instrument giving you greater control of your experiment data. Interact with the latest advancements in touch screen usability, access your data more easily than ever before and securely share your results with collaborators around the world.

### Key benefits

#### Multiplex with ease

Six excitation filters and six emission filters offer 21 different color combinations, allowing a broad range of detection chemistries and maximum multiplexing.\*

#### Connect to the cloud

Directly connect to Thermo Fisher Cloud to access and analyze your data anytime, from anywhere, with an internet connection. Back up and share files to collaborate with colleagues worldwide.

#### Precise temperature control

VeriFlex technology on the QuantStudio 5 system provides six independent temperature zones for precise control over your PCR optimization.\*

#### Confidence in your records

Built-in security, auditing, and electronic signature (SAE) package comes standard on the QuantStudio 5 system to assist you in 21 CFR Part 11 compliance.

#### Protect your work

Individual user accounts and the ability to lock a protocol template gives you peace of mind that only you control your runs.

## Application spotlight

### Better than gradient with Applied Biosystems™ VeriFlex™ Blocks

VeriFlex technology provides independent temperature zones that offer enhanced functionality and precise control over your qPCR runs. The QuantStudio 3 system has three programmable zones and the QuantStudio 5 system has six programmable zones for the 96-well standard and 96-well Fast blocks. These independent zones are ideal for qPCR optimization or the ability to run multiple experiments in the same run. Unlike standard gradients which give a sigmoidal temperature curve across the columns, VeriFlex Blocks help deliver accurate temperatures across each and every zone.



The VeriFlex Block provides independent temperature zones.

\*384-well format includes 5 colors, no VeriFlex Block temperature control

The QuantStudio 5 system combines ease of use and system connectivity with powerful options to enable maximum control.



# I need room to grow

Flexibility for today, tomorrow and beyond.

## QuantStudio 6 Flex Real-Time PCR System

The QuantStudio 6 Flex Real-Time PCR System is ideal for laboratories with multiple applications or changing throughput needs. With an upgradable path to a QuantStudio 7 Flex System to accommodate automation or TaqMan Array cards, the QuantStudio 6 Flex System is the ideal qPCR platform if your needs change in the future.

### Key benefits

Flexibility that minimizes large up-front capital investment

With one instrument, you can interchange between 96-well, 96-well Fast, and 384-well formats.

### Skip the learning curve

The intuitive software, easy touch-screen setup, and effortless block change are designed to let you get started right away.

### Performance you can trust

Enables detection as small as 1.5-fold changes in singleplex reactions and with 10 logs dynamic range.

### Upgrade capabilities when you need it

The QuantStudio 6 Flex System can be seamlessly upgraded to a QuantStudio 7 Flex by a field service engineer to give you additional automation, throughput, and multiplexing capabilities.

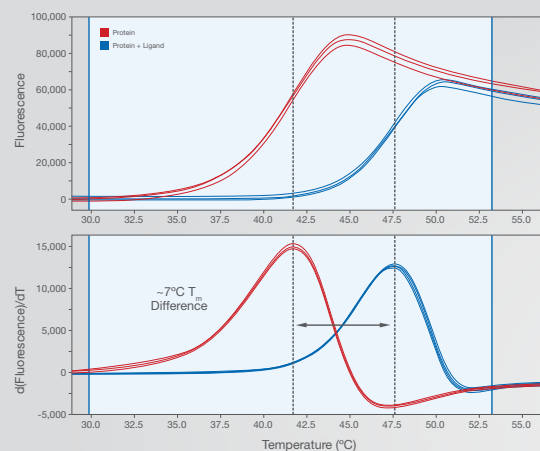
## Application spotlight

### Analyze protein melt profiles and protein thermal stability

Protein Thermal Shift™ software and reagents enable a real-time PCR system solution for differential scanning fluorometry. Run a real-time protein melt experiment to screen for ligand-protein binding, optimize buffer conditions, or identify protein stability changes. The Protein Thermal Shift solution offers a high-throughput and inexpensive alternative to traditional methods.

### Advantages of the Protein Thermal Shift solution

- Results in as little as five minutes
- User-friendly software for differential scanning fluorometry
- Run thousands of reactions per day at pennies per reaction



Fluorescence melt curve plot and derivative curve plot for a protein before (red) and after (blue) a ligand is added.

The QuantStudio 6 Flex system gives you flexibility at an affordable price.





# I need more versatility

Moving from application to application is now easier than ever with additional dyes, formats and automation potential.

## QuantStudio 7 Flex Real-Time PCR System

The QuantStudio 7 Flex Real-Time PCR System delivers reliability, sensitivity, and accuracy with the versatility of four interchangeable blocks. The QuantStudio 7 Flex system is optimized to enable the broadest range of quantitative PCR applications.

### Key benefits

Accomplish more, faster

Run hundreds of real-time PCR reactions using TaqMan Array microfluidic cards integrated with an automation robot. The QuantStudio 7 Flex system can help maximize your throughput capabilities for automated environments.

### High application versatility

Offers optimized protocols, reagents, and intuitive software for the broadest range of applications, including:

- Gene expression
- Long non-coding RNA analysis
- Pri-miRNA analysis
- Mutation detection
- High resolution melt
- SNP genotyping
- MicroRNA profiling
- Protein thermal shift

### Get results you can trust

Enabling improved well-to-well and instrument-to-instrument data accuracy, the OptiFlex™ System features six decoupled excitation and emission filter channels, with 21 filter combinations for maximum multiplexing and chemistry flexibility.

## Application spotlight

### Identification of novel pathways contributing to immune response

The Applied Biosystems™ TaqMan™ Human Immune Array Card is a cost-effective, easy-to-use microfluidic card for quantitative gene expression analysis of targets known to have implications in immune response. The gene targets on the TaqMan Human Immune Array Card include cytokines, chemokines, growth factors, immune regulators, apoptosis markers, ischemia markers, tissue-specific markers, and others, including classic endogenous markers. The array is cost-effective, convenient, and easy to use without needing expensive robotics. It enables reproducible and consistent results across samples, studies, and labs—providing the same data quality from card to card and lot to lot—even with different operators. Hundreds of customizable and predefined TaqMan Array microfluidic cards are available, containing preloaded Applied Biosystems™ TaqMan™ Gene Expression or MicroRNA Assays in an easy-to-use format.



Help advance your research further with the application versatility of the QuantStudio 7 Flex system.





# I need maximum productivity

Harness the power of high-throughput technology for maximum productivity with minimum effort.

## QuantStudio 12K Flex Real-Time PCR System

With this one instrument, your lab can be ready for many types of experiments and users, from low- to high-throughput sample processing and virtually any PCR application, such as:

- Drug discovery
- Pharmaceutical target confirmation
- MicroRNA profiling
- Agriculture molecular testing

### Key benefits

#### Miniaturization at lower cost

Applied Biosystems™ OpenArray™ technology is a broadly applicable nanoliter fluidics platform for low-volume, solution-phase reactions, and enables lower reagent and assay costs, and rapid parallel processing.

#### Unparalleled throughput

The QuantStudio 12K Flex system can simultaneously run up to four 3,072-reaction OpenArray plates in about 4 hours. Produce up to 110,000 data points in an 8-hour day with the addition of a single ProFlex™ PCR System.

#### Outstanding flexibility

Seamlessly switch between five available thermal cycling blocks: OpenArray plate, TaqMan Array card, 384-well, and standard or Fast 96-well blocks. Choose and load the thermal-cycling block typically in less than 1 minute and with no required tools.

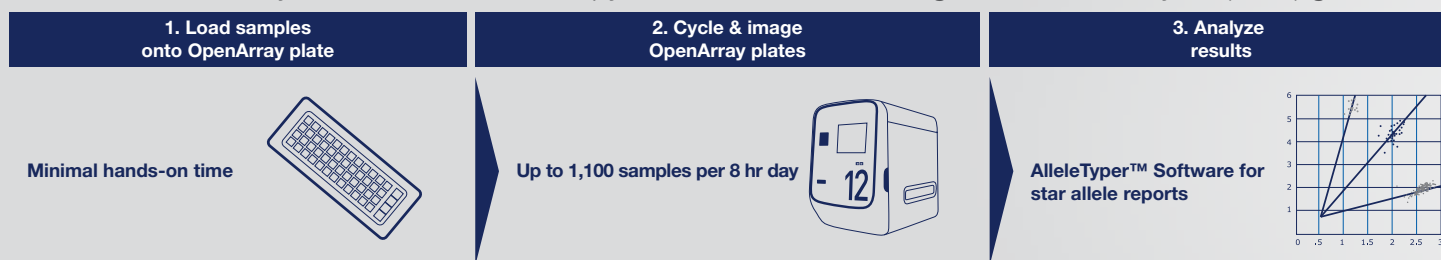
#### Increased data integrity and quality control— with results you can trust

The integrated sample tracking and security, auditing, and electronic signature (SAE) module assist you in 21 CFR Part 11 compliance.

## Application spotlight

### Pharmacogenomics

Pharmacogenomics is the study of drug efficacy based on individuals' unique genomic composition. The QuantStudio 12K Flex system and OpenArray technology provide a simple, cost-effective, and fast screening workflow for the analysis of mutations and copy number variants for drug metabolism enzyme (DME) genes.



With the QuantStudio 12K Flex system and OpenArray technology, a single user can generate from 1 to over 12,000 data points in a single run with minimal hands-on time.



# I need absolute answers

Take your research to the next level with technology that is as innovative as your research.

## QuantStudio 3D Digital PCR System

The QuantStudio 3D Digital PCR System leverages high-density nanofluidic chip technology for investigations that involve detecting rare events, analyzing small differences between two targets, or counting the exact number of targets in a sample. Due to the higher precision, sensitivity, and absolute nature of digital PCR, it is ideal for the following applications:

- Qualification of molecular standards used in traditional real-time PCR experiments
- Pathogen detection and load determination
- Rare-target detection such as somatic mutation detection in oncology research
- GMO detection and contamination assessment
- Generation of references and standards
- Copy number variation

### Key benefits

#### Simple workflow

A streamlined workflow with minimal sample handling enables turnkey processing. Just load and go.

#### Affordable

Less than half the price of competing platforms, making new digital PCR technology within reach for most labs.

#### Absolute quantification

20,000 reaction wells yield data in copies/ $\mu$ L enabling high precision and sensitivity without the need for a standard curve.

#### Sealed system

Helps limit contaminants with a sealed chip and no exposed sample transfer steps.

#### Easily fits in populated spaces

Small footprint (7 x 5 x 9 in.) will fit most benchtops and can be moved when needed.

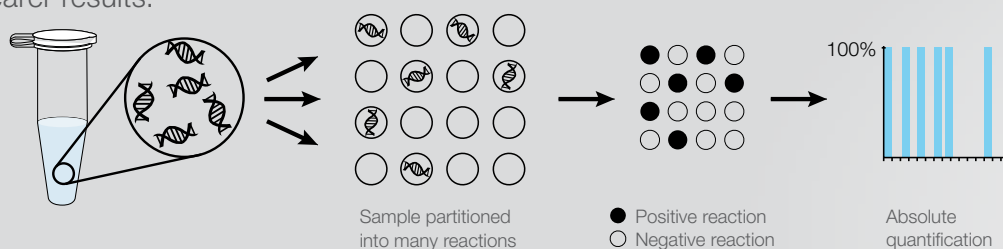
#### Compatible

Use your existing Applied Biosystems™ TaqMan™ Real-Time PCR Assays for a digital result.

## Application spotlight

### Determining low copy number in equivocal tissue

Many cancers are regulated by mutations in a specific gene or group of genes, or copy number changes. These aberrations can be associated with aggressiveness of the disease or prognosis. Digital PCR provides a fast and easy workflow to precisely identify low copy numbers that have small differences. Compared to immunohistochemistry by fluorescence *in situ* hybridization, digital PCR is less impacted by tissue heterogeneity and provides clearer results.



The QuantStudio 3D Digital PCR System enables sensitive and precise absolute target quantification without the use of a reference or standard curve.



# Analysis software

We offer Applied Biosystems primary and secondary analysis software for real-time PCR and digital PCR applications.

Software and description	QuantStudio 3	QuantStudio 5	QuantStudio 6 Flex	QuantStudio 7 Flex	QuantStudio 12 Flex	QuantStudio 3D
Web browser-based primary analysis software	•	•	•	•	•	•
Desktop primary analysis software	•	•	•	•	•	
Sample Tracker Software facilitates sample loading onto OpenArray plate					•	
HRM Software module for 96-well and 384-well blocks	*	*	•	•	•	
Security, Auditing and eSignature (SAE) software (to support 21 CFR part 11 workflow)		•	•	•	•	
ExpressionSuite™ Software for enhanced gene expression analysis			•	•	•	
Genotyper™ Software for SNP genotyping data analysis			•	•	•	
DigitalSuite™ Software to switch from real-time to digital PCR data analysis					•	
QuantStudio™ 3D AnalysisSuite™ Software for data QC and multi-chip analysis						•
Protein Thermal Shift (PTS) Software			•	•	•	

\* Available in 2015

# Applied Biosystems™ Analysis Modules

Applied Biosystems™ Analysis Modules are innovative cloud-based data analysis applications that bring together multiple data sets in one convenient place for enhanced analysis and insights. Experience unprecedented ease of use by working from anywhere, with any operating system, on any computer connected to the internet.

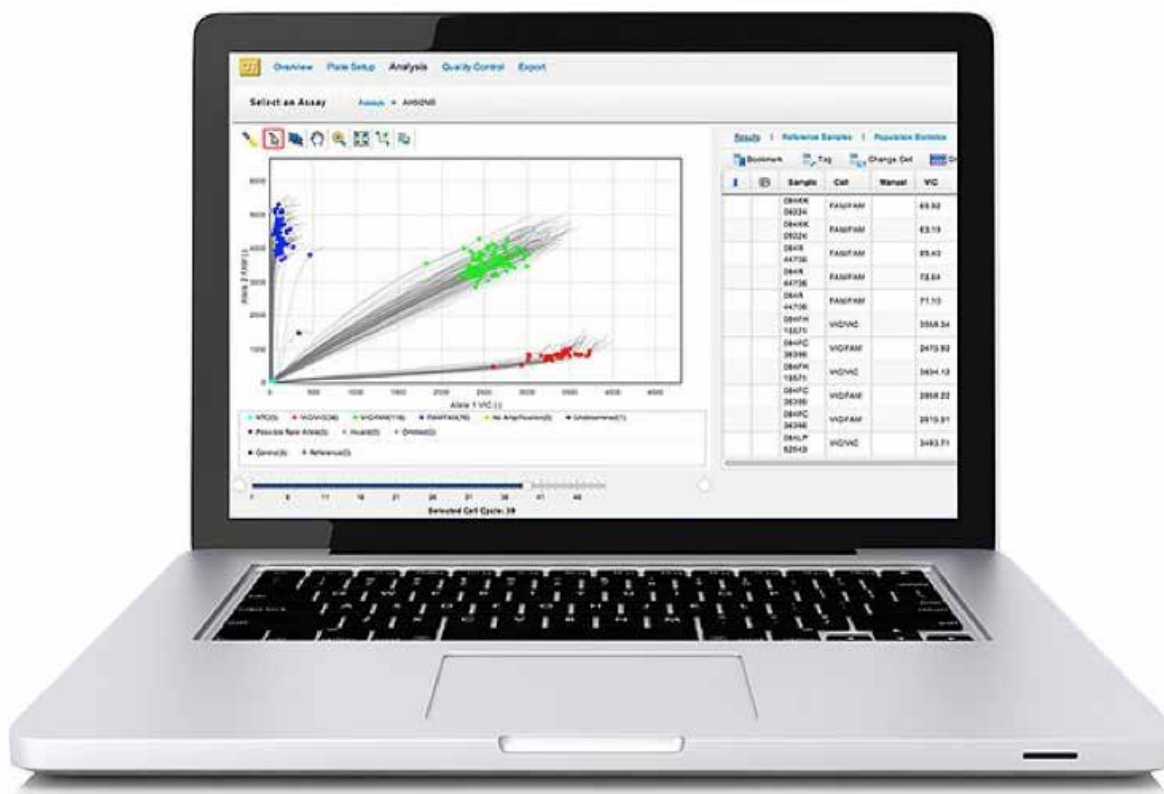
Get access to the latest secondary data analysis technology with updated, improved, and always current software modules for gene expression, genotyping, and absolute quantitation.

Combine hundreds of qPCR experiments into a project and analyze the data within minutes. Simplify your workflow and spend less time on data analysis, so you can invest your valuable time publishing your results and advancing your research.

- Data accessible with any device
- All experiments integrated into one project
- MIQE guideline support
- Powered by Amazon Web Services™

Meet the needs of your laboratory today and tomorrow.

For more information, go to [thermofisher.com/abmodules](https://thermofisher.com/abmodules)





# Real-time PCR application areas

Real-time PCR is used for sensitive, specific detection and quantification of nucleic acid targets. We have developed powerful assay design algorithms, optimized master mixes, intuitive data analysis software, and flexible instrumentation to help harness the power of qPCR across a rich and diverse set of applications. Discover solutions for your qPCR-based research.

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## Infectious disease research

See our growing catalog of sensitive, specific real-time PCR probe and primer sets for human viruses and other infectious disease research.

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## Food pathogen detection

Detect multiple bacteria in the same run, including *Salmonella*, *Campylobacter*, *E. coli* O157:H7, and *Listeria monocytogenes*.

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## Waterborne pathogen detection

Designed to detect and monitor waterborne pathogens in recreational and drinking water supplies.

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## Pharmaceutical analytics

Designed to detect mycoplasmas, viruses, and residual host cell contamination for pharmaceutical, cosmetics, and personal care product manufacturing.

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## Stem cell research

Solutions for analyzing stem cells, determining stemness, and studying gene regulation and translation in stem cells.

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## Pharmacogenomics

Predesigned TaqMan Assays for more than 175 ADME and CYP targets, including >95% of ADME core markers and a warfarin metabolism panel.

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## Oncology and genetic disease research

Enabling robust, reliable detection and quantitation of markers for cancer and genetic diseases.

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## Plant sciences and agricultural biotechnology

Instruments, reagents, and kits designed for plant researchers that enable remarkable agricultural discoveries—such as improved crops that feed more people to sustainable biofuels.

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# TaqMan chemistry and SYBR Green chemistry for real-time PCR

We offer two types of chemistries to detect PCR products using real-time PCR instruments:

- TaqMan Assay chemistry (also known as fluorogenic 5' nuclease chemistry)
- SYBR Green I dye chemistry

	TaqMan Assay—based detection	SYBR Green—based detection
<b>Chemistry overview</b>	Uses a fluorogenic probe to enable detection of a specific PCR product as it accumulates during PCR cycles	Uses SYBR™ Green I, or similar dye that binds to double-stranded DNA to detect PCR product as it accumulates during PCR

	TaqMan Assay reagents	SYBR Green reagents
<b>Specificity</b>	High	Low
<b>Sensitivity—low copy number</b>	High	Variable*
<b>Reproducibility</b>	High	Variable*
<b>Multiplexing</b>	Yes	No
<b>Predesigned assays</b>	Yes	No
<b>Custom assays</b>	Yes	No
<b>User design and optimization</b>	No	Yes
<b>Cost</b>	High	Low*
<b>Gene expression quantitation</b>	High	Low
<b>DNA quantitation</b>	Yes	Yes (pathogen detection)
<b>ChIP</b>	Yes	Yes
<b>SNP genotyping</b>	Yes	No
<b>MicroRNA</b>	Yes	No
<b>Copy number</b>	Yes	No
<b>Somatic mutation detection</b>	Yes	No
<b>Pathway analysis</b>	Yes	No
<b>Digital PCR</b>	Yes	No

\*Depends on template quality, and primer design and optimization



# Ordering information

QuantStudio 3 Real-time PCR System configurations	Cat. No.
QuantStudio 3 96-well (0.2 mL block) instrument*	A28137
QuantStudio 3 96-well Fast (0.1 mL block) instrument*	A28136

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

QuantStudio 5 Real-time PCR System configurations	Cat. No.
QuantStudio 5 96-well (0.2 mL block) instrument*	A28139
QuantStudio 5 96-well Fast (0.1 mL block) instrument*	A28138
QuantStudio 5 384-well instrument*	A28140

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

QuantStudio 6 Flex Real-time PCR System configurations	Cat. No.
QuantStudio 6 Flex 96-well instrument, laptop configuration	4485689
QuantStudio 6 Flex 96-well Fast instrument, laptop configuration	4485699
QuantStudio 6 Flex 384-well instrument, laptop configuration	4485691
QuantStudio 6 Flex 96-well instrument, desktop configuration	4485692
QuantStudio 6 Flex 96-well Fast instrument, desktop configuration	4485697
QuantStudio 6 Flex 384-well instrument, desktop configuration	4485694
QuantStudio 6/7 Flex 96-well block upgrade kit	4453543
QuantStudio 6/7 Flex 96-well Fast block upgrade kit	4453544
QuantStudio 6/7 Flex 384-well block upgrade kit	4453545

QuantStudio 7 Flex Real-time PCR System configurations	Cat. No.
QuantStudio 7 Flex 96-well instrument, laptop configuration	4485688
QuantStudio 7 Flex 96-well Fast instrument, laptop configuration	4485698
QuantStudio 7 Flex 384-well instrument, laptop configuration	4485695
QuantStudio 7 Flex TaqMan Array Card instrument, laptop configuration	4485700
QuantStudio 7 Flex 96-well instrument, desktop configuration	4485690
QuantStudio 7 Flex 96-well Fast instrument, desktop configuration	4485693
QuantStudio 7 Flex 384-well instrument, desktop configuration	4485701
QuantStudio 7 Flex TaqMan Array Card instrument, desktop configuration	4485696
QuantStudio 6/7 Flex 96-well block upgrade kit	4453543
QuantStudio 6/7 Flex 96-well Fast block upgrade kit	4453544
QuantStudio 6/7 Flex 384-well block upgrade kit	4453545
QuantStudio 7 Flex TaqMan Array Card block upgrade kit	4453546

<b>QuantStudio 12K Flex System configurations</b>	<b>Cat. No.</b>
QuantStudio 12K Flex OpenArray block includes AccuFill™ System, laptop configuration	4471086
QuantStudio 12K Flex OpenArray block without AccuFill System, laptop configuration	4472379
QuantStudio 12K Flex 96-well instrument, laptop configuration	4471050
QuantStudio 12K Flex 96-well Fast instrument, laptop configuration	4471080
QuantStudio 12K Flex 384-well instrument, laptop configuration	4471081
QuantStudio 12K Flex, TaqMan Array Card instrument, laptop configuration	4471085
QuantStudio 12K Flex OpenArray block includes AccuFill System, desktop configuration	4471090
QuantStudio 12K Flex OpenArray block without AccuFill System, desktop configuration	4472380
QuantStudio 12K Flex 96-well instrument, desktop configuration	4471087
QuantStudio 12K Flex 96-well Fast instrument, desktop configuration	4471088
QuantStudio 12K Flex 384-well instrument, desktop configuration	4471134
QuantStudio 12K Flex TaqMan Array Card instrument, desktop configuration	4471089
QuantStudio 12K Flex 96-well block upgrade kit	4453543
QuantStudio 12K Flex 96-well Fast block upgrade kit	4453544
QuantStudio 12K Flex 384-well block upgrade kit	4453545
QuantStudio 12K Flex TaqMan Array Card block upgrade kit	4453546
QuantStudio 12K Flex OpenArray block upgrade kit with AccuFill System	4471067
QuantStudio 12K Flex AccuFill System	4471021
ProFlex™ Dual Flat PCR System	4484078

<b>QuantStudio 3D Digital PCR System</b>	<b>Cat. No.</b>
QuantStudio 3D Digital PCR System Package—including:	A25581
QuantStudio 3D Digital PCR instrument	4481097
QuantStudio 3D Digital PCR Chip Loader	4482592
QuantStudio 3D Digital PCR Chip Adapter Kit for Flat Block Thermal Cycler	4485513
QuantStudio 3D Digital PCR 20K Chip Pack (includes consumables)	4485507
ProFlex Dual Flat PCR System	4484078
QuantStudio 3D Digital PCR Master Mix (1.5 mL)	4482710

# Support at every step

## Online Instrument Management

Sign in to your [thermofisher.com](https://thermofisher.com) account to access the award-winning\* free online Instrument Management\*\* tool that enables faster responses to requests for service or service quotes, plus instant connection to key instrument and service information.

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## Comprehensive instrument warranty

Our factory-trained and certified field service engineers (FSEs) are focused on delivering the highest quality workmanship. During the warranty period all repairs, including engineer time and travel, are covered.

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## Flexible service plans

Choose from a variety of service options that balance your budget, productivity, uptime and regulatory requirements. Plans start with the most basic repair models and scale to premium offerings including advanced support and compliance services. On-site service plans are optimal for labs that have time-sensitive work and need to get their instrument back online quickly. These plans include guaranteed response times in most regions, scheduled planned maintenance and automatic software updates. The AB Repair Center plan is the cost-effective choice for customers who can allow their instrument to be sent away for repair—this plan provides a loaner instrument so that customers can maintain productivity while their instrument is being repaired.

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## Compliance and validation services

Our compliance and validation services are designed to help you balance business and regulatory requirements. From risk assessment and hardware/software qualification to full system validation, we partner with you to help mitigate regulatory risks and get your processes up and running.

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## Training courses

Our application and instrument training programs are led by scientists who aim to enhance your workday through experimental design best practices, workflow training and instrument troubleshooting. Hands-on classes are available at our Thermo Fisher Scientific training centers or in your lab.

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## Technical support

If you have questions about product selection or use, assay or experiment design, data analysis, or troubleshooting, contact our team of technical support scientists or access our online product and application support tools.

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## How to reach us

To find your local support or technical support team, go to [lifetechnologies.com/contactus](https://lifetechnologies.com/contactus). For product FAQs, protocols, training courses, and webinars, go to **[thermofisher.com/technicalresources](https://thermofisher.com/technicalresources)**

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\*2012 Oracle™ Fusion Middleware Innovation Award.

\*\*Instruments and Services Portal not available in all regions.

# Service plans at a glance

	Repair Center service plans*		On-site service plans		
	AB Repair Center Support Plus	AB Repair Center Support Plus Care	AB Maintenance Plus	AB Assurance	AB Complete
<b>On-site response time</b>			Target 2 business days**	Guaranteed 2 business days**	Guaranteed next business day**
<b>Scheduled on-site planned maintenance (PM)</b>		✓	✓	✓	✓
<b>Remote diagnostics</b>	✓	✓	✓	✓	✓
<b>Parts, labor, and travel for repair, included</b>	✓	✓	10% discount optional add-on in selected regions	✓	✓
<b>Computer repair and replacement, included</b>	✓	✓		✓	✓
<b>Priority access to Tech Support Mon–Fri, 8 a.m.—5 p.m. local time</b>	✓	✓		✓	✓
<b>Priority access to Remote Service Engineer</b>	✓	✓		✓	✓
<b>Requalification post-PM and critical repairs</b>					✓
<b>Field Application Scientist consultation</b>					✓
<b>Loaner instrument issued during repair (Repair Center plans only)</b>	✓	✓			

\* Repair Center service plans available for QuantStudio 3 and 5 Real-Time PCR Systems only.

\*\*Response times vary by region.



**Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015**

**Title: Real-Time PCR System**

**Life Technologies Corporation**  
**Preliminary Exceptions to Solicitation**

**State of West Virginia**  
**Centralized Request for Quote: CRFQ 1400 AGR2200000015**  
**Title: Real-Time PCR System**  
**PRELIMINARY Exceptions to Solicitation**

The following are preliminary exceptions to terms and conditions related to the above-referenced solicitation. However, such are not all-inclusive of the potential exceptions/deviations to any language that Life Technologies Corporation may propose to the terms and conditions.

**1. General Exception**

Please note that the terms and conditions of any resulting contract shall be negotiated between the parties upon notification of a potential award to Life Technologies resulting from this CRFQ. Such terms and conditions may be comprised of a combination of the State of West Virginia's General Terms and Conditions and Life Technologies' Terms and Conditions of Sale. Preliminary exceptions to this solicitation's terms and conditions are provided in the proposal. However, such are not all-inclusive of the potential exceptions/deviations to any language that Life Technologies may propose to the terms and conditions.

The products offered under this CRFQ are offered as FOB Destination, Freight Prepaid and Added. As such, any applicable shipping and handling will be prepaid by Life Technologies and listed as a separate line item on any related invoice(s).

**2. Product Returns**

Please refer to **Section 7 – Returns and Shortages** of Life Technologies' Terms and Conditions of Sale for specific details related to product returns and shortages.

**3. Warranties**

(A) The manufacturer's standard warranties will apply to the products offered under this solicitation.

(B) Please refer to **Section 8 – Warranties** of Life Technologies' Terms and Conditions of Sale for specific details related to product warranties.

**4. Indemnification**

Please refer to **Section 9 – Indemnification** of Life Technologies' Terms and Conditions of Sale for specific details related to indemnification.

**5. Intellectual Property**

Please refer to **Section 11 – Intellectual Property** of Life Technologies' Terms and Conditions of Sale for additional details as to intellectual property.

**6. Limitation of Liability**

Please refer to **Section 14 – Limitations and Exclusions of Liability** of Life Technologies' Terms and Conditions of Sale for specific details related to limitations of liability.

**7. Regulatory Restrictions**

Please refer to **Section 16.3 – Regulatory Restrictions** of Life Technologies' Terms and Conditions of Sale for additional details as to regulatory restrictions.

**State of West Virginia  
Department of Agriculture**

**Centralized Request for Quote: CRFQ 1400 AGR2200000015  
Title: Real-Time PCR System**

**Life Technologies Corporation  
Terms and Conditions of Sale**



## TERMS AND CONDITIONS OF SALE

Thank you for your interest in purchasing our products. We value your business and our goal is to make your purchasing experience as smooth as possible. If you have any questions about our quotation or ordering process, please refer to the "Support" section of our website. 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 Thermo Fisher Scientific. Unless your order is subject to a valid, written, executed agreement between you and Thermo Fisher Scientific or any of the Thermo Fisher Scientific group companies, in which case such agreement applies, 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. Intellectual Property**

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](mailto: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 21, 2021*