COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTG-2305-2025

This contract entered into this 11th day of July 2024 by Agilent Technologies Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide Research and Scientific Equipment, Supplies, and Related Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From August 1, 2024 through July 31, 2026 with the option for four (4) two-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, the PAC agreement, Request for Proposal (RFP) number 952642405 dated March 27, 2024, together with Addendum Number 1 To RFP dated April 16, 2024, the proposal submitted by the Contractor dated May 16, 2024 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and

BS MH

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor Brenatha Suah BV:	Virginia Tech Mary Humick By:
(Signature) (Signature) Brenatha Suah	Mary W. Helmick
Name and Title	Director of Procurement
Contracts Specialist	





Request for Proposal # 952642405

For

Research and Scientific Equipment, Supplies and Related Services

March 27, 2024

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment

RFP # 952642405, Research and Scientific Equipment, Supplies and Related Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until **May 2, 2024 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

<u>INQUIRIES</u>: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231- 7852 e-mail: <u>Ihenry29@vt.edu</u>. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on April 12, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

*Please note, proposal submission procedures have changed effective March 2023.

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu. It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In	compliar	псе	with	this	Req	uest	for	Propos	sal a	nd	to a	ll the	cor	nditi	ons	impo	osec	ther	ein	and	here	bу
in	corporate	d b	y ref	eren	ce, t	he ι	ınde	rsigned	d off	ers	and	agre	ees	to	furnis	sh ti	he g	goods	or	sen	rices	in
ac	cordance	wit	h the	atta	ched	sign	ned p	proposa	al an	d as	mu	tually	agr	eed	upo	n by	sub	seque	ent i	nego	tiatioi	n.

AUTHORIZED SIGNATURE:	Date:	

9/29/2021

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish term contracts to provide research equipment, supplies and related services through competitive negotiations on behalf of member institutions of The Virginia Higher Education Procurement Consortium (VHEPC) and executed by the Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

VHEPC member institutions regularly purchase a wide variety of research items to carry out their mission. These items include, but are not limited to research equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services.

If your firm currently has an existing cooperative contract with a Virginia State Entity you do not need to respond to this solicitation. This is to avoid duplication of contracts among the VASCUPP members. If you have an existing cooperative contract please notify the Contract Officer listed in this solicitation and a bridge agreement may be established to increase visibility of that contract at Virginia Tech. The purpose of this solicitation is to provide opportunities to vendors who do not have an existing term contract with the Commonwealth of Virginia.

II. VIRGINIA HIGHER EDUCATION CONSORTIUM (VHEPC)

By utilizing strategic sourcing principles and the collective buying power of Virginia's Higher Education institutions, the Virginia Higher Education Procurement Consortium seeks to identify opportunities, leverage vendors, and recommend courses of action in order to further the strategic sourcing initiatives of the member schools. Founding membership includes 12 senior Virginia Public Higher Education institutions, as well as the Virginia Community College System. In 2016, VHEPC welcomed an additional school to the fold bringing the total membership to 13 senior Colleges and Universities. The PAC agreement included in attachment C will be incorporated into any awarded contracts from this solicitation as a result of this participation.

III. LEAD INSTITUTION (VIRGINIA TECH)

Virginia Tech is serving as the lead institution for the procurement of the Request for Proposal. All communications should be strictly with the Contracting Officer of the lead institution. Contacting other institutions within the VHEPC to inquire or solicit information relating to this RFP will result in a firm's proposal being rejected.

IV. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: https://www.sbsd.virginia.gov/

V. CONTRACT PERIOD:

The term of this contract is for two year(s), or as negotiated. There will be an option for four (4) two-year renewals, or as negotiated.

VI. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

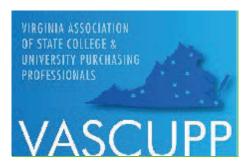
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are, therefore, requesting that your firm register as a vendor within the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm and register both with eVA and Ariba. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: https://eva.virginia.gov/, or call 866-289-7367 or 804-371-2525.

VII. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VIII. STATEMENT OF NEEDS/SCOPE OF WORK:

- A. Virginia Tech desires to partner with contractors to provide quality research equipment, supplies, related items, and services. Offerors are encouraged to submit proposals for any or all of the product categories they can provide. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from Virginia Tech personnel.
- B. Deep discounts off list are expected. Except for special handling, prices should be inclusive of delivery (FOB Destination). Pricing may be adjusted downward at any time and upward annually to reflect changes in manufacturers pricing. Contractor must provide full price files to Virginia Tech in either Access or Microsoft Excel to support price increase requests. Virginia Tech has 30 days to review price increase requests and reserves the right to challenge increases based on CPI or other relevant market data.
- C. Sales representation: Provide a plan for sales representation. We recognize that not all institution accounts will warrant full-time on-campus representation. Provide a narrative on how you propose to provide this service.
- D. Addition of new lines of products and services: It is important to have the flexibility in this contract to allow for future events that add value to the relationship. Examples include, but are not limited to, the addition of products and services that are new to the marketplace; the addition to the distribution chain of a new supplier and the acquisition of a complimentary company.
- E. Volume and Growth Incentives: In order to support the growth of the partnership, we look for preferred suppliers to provide financial incentives, payable to the institution at the close of each contract year.
- F. Substitutions of alternate items of products ordered are only allowed with Virginia Tech's prior approval. If a product is not available in a given package size, Virginia Tech will have the option to purchase another size at the same or lower unit price.
- G. Product Satisfaction: The Contractor should act as a customer advocate and coordinator for communications with the manufacturers and is responsible for performance and problem resolution. The Contractor's responsibility for support continues even if the Contractor discontinues selling a manufacturer's product to the extent that resolution is available from the manufacturer. The Contractor must take the necessary actions with manufacturers to reduce, minimize and prevent stock-outs of products and to ensure that promised lead times are accurate. Customer satisfaction will be a determining factor in measuring the Contractor's performance.
- H. Warranty: All products purchased under this contract will minimally include the Original Equipment Manufacturer's warranty which will pass directly to Virginia Tech. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of Virginia Tech, except in the event Virginia Tech fails to provide timely notice of product failure to the Contractor. The Contractor should provide contact information for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from

the Contractor should be provided to Virginia Tech as an option and priced as discounted off list price.

- Sustainability: The Contractor is encouraged to address environmental concerns related to the
 purchase of recycled products, reductions of operating and maintenance costs, improved
 energy efficiencies, reduction of waste, use of 'green' products, and efforts to reduce
 consumption of energy, water, and materials.
- J. Minimum Order: There shall be no minimum order requirement.
- K. Additional Charges: The Contractor shall not add additional fees except as allowed by contract terms.

IX. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

- 1. Provide a summary overview of the company, including qualifications and experiences, geographical operations, unique services provided to the higher education marketplace and envisioned company changes including planned technological advances and acquisitions.
- If applicable, provide the link to your complete electronic catalog containing all available items being offered. Include published price list or instructions on how to access published price list electronically.
- 3. List all contact information for ordering, invoicing, customer service, etc.
- 4. Describe experience in working with various departments at educational institutions similar to Virginia Tech. Include method of collaboration for individual orders.
- Describe delivery options and policies including special handling charges, installation and training if required for the items being offered. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery. Specify costs in Attachment B Pricing Schedule.
- 6. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.
- 7. Describe return policy and identify any associated costs. Any costs to be specified in Attachment B Pricing Schedule.
- 8. Describe the process for replacement of defective, broken, or damaged items.
- 9. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.
- 10. Identify any other goods or services being offered to Virginia Tech and associated costs as specified in Attachment B Pricing Schedule.

11. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at http://www.sbsd.virginia.gov/

B. General Requirements

- 1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
 - a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal <u>as one document</u>, INCLUDING ALL ATTACHMENTS must be uploaded through the Bonfire online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

b. Should the proposal contain proprietary information, provide one (1) redacted electronic copy of the proposal and attachments with proprietary portions removed or blacked out. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "Redacted Copy" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page,

the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. -The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
- 3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

X. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	Maximum Point <u>Value</u>
Quality of products/services offered and suitability for the intended purposes	30
Qualifications and experiences of Offeror in providing the goods/services	20
Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	20
Participation of Small, Women-Owned and Minority (SWAM) Business	10
Tota	al 100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

XI. <u>INVOICES</u>:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech) Accounts Payable North End Center, Suite 3300 300 Turner Street NW Blacksburg, Virginia 24061

XII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: http://www.procurement.vt.edu/vendor/wellsone.html or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

Any <u>ADDENDUM</u> issued for this solicitation may be accessed at http://www.apps.vpfin.vt.edu/html.docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVI. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVII. CONTRACT ADMINISTRATION:

- A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.
- C. Levi Henry, Buyer Senior, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions

Attachment B - Pricing Schedule

Attachment C – PAC Agreement

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See: http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_09242021.pdf

ADDITIONAL TERMS AND CONDITIONS

- 1. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
- 2. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
- 3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 4. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 5. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- 6. IDENTIFICATION OF PROPOSAL EMAIL: Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to https://procurement-vt.bonfirehub.com/. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. Attachments must be smaller than 1000MB in order to be received by the University. Proposals may NOT be hand delivered to the Procurement Office.
- **7. NOTICES**: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
- 8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS: For agreements involving Cloud-based Webhosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT Cloud Data Protection Addendum final03102017.pdf

SPECIAL TERMS AND CONDITIONS

- 1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 2. ELECTRICAL INSTALLATION: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.

3. INSURANCE:

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation Statutory requirements and benefits.
- B. Employers Liability \$100,000.00
- C. General Liability \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability \$500,000.00
- E. Builders Risk For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
- F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract
- **4. LABELING OF HAZARDOUS SUBSTANCES**: If the items or products requested by this solicitation are "Hazardous Substances" as defined by the # 3.1-250 of the <u>Code of Virginia</u> (1950), as amended,

or # 1261 of Title 15 of the United States Code, then the offeror/bidder, by submitting its Proposal/Bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror/bidder does not violate any of the prohibitions of # 3.1-252 of the Code of Virginia or Title 15 U.S.C. # 1263.

- 5. LICENSE TO USE VIRGINIA TECH LICENSED INDICIA: By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: http://clc.com/Licensing-Info.aspx*.
- 6. **MATERIAL SAFETY DATA SHEETS**: Material Safety Data Sheets and descriptive literature shall be provided <u>with the Proposal/Bid</u> for each chemical and/or compound offered. <u>Failure on the part of the offeror/bidder to submit such data sheets may be cause for declaring the Proposal/Bid as nonresponsive</u>.
- **7. ORDERS**: Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.
- 8. PRICE ESCALATION/DEESCALATION: Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

"Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

9. SPECIAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

- 10. SIDEWALK POLICY: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
- 11. TURF POLICY: Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
- 12. WARRANTY (COMMERCIAL): The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation.

Attachment B

Pricing Schedule

The offeror shall provide pricing for all proposed categories and/or items for research equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. The pricing schedule should include percentage off list price for specific manufacturer/product lines or percentage discount off catalog. The following sample shall be used: Category/Item, Manufacturer, and Discount Off List Price.

		Discount off List
Category/Item	Manufacturer	Price

Attachment C AGREEMENT PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this [Date] day of [Month, Year] by and between [VASCUPP MEMBER NAME], ("the University") and [Supplier NAME] ("Supplier").

TERM

The term of this Publicly Accessible Contract ("PAC") shall remain in effect until the expiration or termination of the Primary Agreement.

WITNESS

WHEREAS, the University and Supplier have executed an agreement, [CONTRACT NUMBER], dated [CONTRACT DATE] (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Supplier will:

- A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement ("Third-Party Access").
- B. Pay the Virginia Higher Education Procurement Consortium ("Consortium") one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
- C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and
- D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.

II. The University will ensure the Consortium:

- A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
- B. Maintains a Supplier-approved version of the Supplier's logo on the Consortium website.

III. Payment

A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

Procurement Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

Note 'PAC payment' on check.

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

[Lead School Procurement Director]
[Lead School Procurement Address & Contact Info]

If to [Supplier]:

[Supplier Contact]
[Supplier]
[Address]

Email: [Supplier Email]

ACCEPTANCE

For [Lead Institution]	For [Supplier]				
[Lead Procurement Director]	[Supplier Contact]				
[Lead Job Title]	[Supplier Contact Title]				
Date	Date				
Agreement #: [Contract-Number]-PAC					



VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY PROCUREMENT DEPARTMENT

ADDENDUM NO. 1

DATE: April 16, 2024 **TO:** All Offerors

FROM: Levi Henry, Contracting Officer **TOTAL PAGE(S):** 1 Page (not including attachments)

SOLICITATION TITLE: Research and Scientific Equipment, Supplies and Related Services

SOLICITATION NUMBER: 952642405

I. CLARIFICATIONS AND ADDITIONAL INFORMATION

The deadline for proposal submission has been extended from May 2, 2024 @ 3:00 PM EST to May 16, 2024 @ 3:00 PM EST.

II. REQUESTS FOR INFORMATION

1. Is free shipping a requirement or can we propose FOB Shipping, pre-paid and added?

<u>Virginia Tech Response</u>: Free shipping is preferred. However, if this is not possible, FOB Destination Pre-paid and added can be accommodated.

2. Is it a requirement to use eVA?

<u>Virginia Tech Response</u>: Any offerors that are awarded a contract shall be required to be eVA registered.

3. Is it a requirement for us to accept the PAC? If it is, is the PAC language negotiable?

<u>Virginia Tech Response</u>: VHEPC has seen great success with Publicly Accessible Contracts over the last four years, in terms of wider contract adoption and increased revenue for our vendors, and PAC fees for our members and the consortium itself. However, it is not a requirement to accept the PAC, and the PAC language is negotiable.

4. What is the projected value of the award?

<u>Virginia Tech Response</u>: There is no estimated value of the award. Virginia Tech cannot guarantee a minimum amount of business for any term contract awarded from this solicitation.



800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

May 16, 2024

Levi Henry Virginia Polytechnic Institute and State of University North End Center, Suite 2100 300 Turner Street NW Blacksburg, VA 24061

Reference: RFP 952642405, Research and Scientific Equipment, Supplies and Related Services

Dear Levi Henry:

Agilent Technologies, Inc. (Agilent) is pleased to provide a response to the above-referenced solicitation.

Agilent (NYSE: A) is a preeminent leader in the life sciences, diagnostics, and applied chemical markets worldwide. The company provides laboratories all over the world with exceptional instruments, services, consumables, applications, and expertise, enabling its customers to gain the insights and knowledge that they seek. Agilent's expertise and trusted collaboration provide its customers with the highest confidence in our solutions.

Agilent is bidding in accordance with attached **Price List and Academic Discount Schedule** and is uniquely positioned to deliver outstanding value to the Virginia Polytechnic Institute and State of University.

Agilent would like to state the following exceptions:

Section 24 NONVISUAL ACCESS TO TECHNOLOGY

Marquita Johnson-Smith, Ph.D.

Our products are not classified as Information Technology, we take exception to it on that basis.

If you have questions concerning the products offered, please contact Robert Shackelford at 443-326-6130 or via email at robert_shackelford@agilent.com. If you have other questions, please contact the undersigned at (302) 633-8617 or via email at marquita.johnson-smith@agilent.com.

Sincerely,

Marquita Johnson-Smith, Ph.D.

Bids Response Specialist



800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

Table of Contents

Cover Letter	
Table of Contents	
Proposal Submission	
Statement of Needs/Scope of Work	
Proposal Preparation and Submission Specific Requirements	
Attachemnt B Pricing and Discount Schedule	(
Agilent Warrany Terms	10
Agilent Technologies Company Overview and Qualifications	12
Academic Program Overview	81
Product Satisfaction - Agilent Value Promise	91
Agilent Return Policy	98
Sample Quote and Invoice	102
Additional Goods and Service - Agilent Financial Services	110
Agilent Net Zero Fact Sheet	113
Agilent Memorandum of Insurance	118

RFP # 952642405, Research and Scientific Equipment, Supplies and Related Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until **May 2, 2024 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

<u>INQUIRIES</u>: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231- 7852 e-mail: <u>Ihenry29@vt.edu</u>. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on April 12, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

*Please note, proposal submission procedures have changed effective March 2023.

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu. It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE:	Marquita Johnson-Smith, Ph.i	⊃. _ Date: _	5/1/2024

9/29/2021



800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

VIII. STATEMENT OF NEEDS/SCOPE OF WORK:

A. Virginia Tech desires to partner with contractors to provide quality research equipment, supplies, related items, and services. Offerors are encouraged to submit proposals for any or all of the product categories they can provide. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from Virginia Tech personnel.

Agilent response: Agilent will provide all NEWLY Manufactured instrumentation to Virginia Tech and others that utilize this agreement. It should be noted that Agilent is the only OEM that also offers Certified Pre-owned Instruments. These are NOT substituted for new, but rather provided as a separate product line and allows the user to determine if they want to have this purchase option. All Certified Pre-owned instrumentation carries the standard 12 months of warranty that our new instruments carry, and they meet the original manufacturing specifications as when they were new. There is no compromise if you choose Certified Pre-owned instruments. Agilent can provide Virginia Tech with both options. For more information on the additional Certified Preowned options please visit Certified Pre-Owned Instruments | Agilent.

B. Deep discounts off list are expected. Except for special handling, prices should be inclusive of delivery (FOB Destination). Pricing may be adjusted downward at any time and upward annually to reflect changes in manufacturers pricing. Contractor must provide full price files to Virginia Tech in either Access or Microsoft Excel to support price increase requests. Virginia Tech has 30 days to review price increase requests and reserves the right to challenge increases based on CPI or other relevant market data.

<u>Agilent response:</u> Agilent will notify with as much as possible notice for price increases. We should be able to easily meet the 30-day requirement. Quotes supplied will supersede any price increase is the quote period is still valid. Quote validity period for Academic Institutions Is standard of 90 days. Please see attached Attachment B Academic Discount Schedule.

C. Sales representation: Provide a plan for sales representation. We recognize that not all institution accounts will warrant full-time on-campus representation. Provide a narrative on how you propose to provide this service.

<u>Agilent's response:</u> Agilent designs it customer account management coverage based on a mix of market knowledge and product knowledge. Territories are designed to maximize customer contact commensurate with the size of the business and product portfolio mix. The Account manager assigned to your account, will be available via phone or email and will conduct regular visitation to the campus and augment this with scheduled appointments.



800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

D. Addition of new lines of products and services: It is important to have the flexibility in this contract to allow for future events that add value to the relationship. Examples include, but are not limited to, the addition of products and services that are new to the marketplace; the addition to the distribution chain of a new supplier and the acquisition of a complimentary company.

Agilent's response: Agilent will provide new updates of product line additions.

VIII. STATEMENT OF NEEDS/SCOPE OF WORK:

- E. Volume and Growth Incentives: In order to support the growth of the partnership, we look for preferred suppliers to provide financial incentives, payable to the institution at the close of each contract year.
 - <u>Agilent's response:</u> Agilent does not offer payment of financial incentives. We do offer more aggressive pricing as the volume increases. We also specifically offer programs that are designed specifically for Academic Institutions, Such as the Research Support Program (RSP), the New Professor Program, Tomorrow's Scientist Program, to highlight a few. These programs offer increased discounts over what is referenced in this proposal and will be executed when the specific situation warrants it. Please see Agilent's webpage for more details: Academia | Agilent.
- F. Substitutions of alternate items of products ordered are only allowed with Virginia Tech's prior approval. If a product is not available in a given package size, Virginia Tech will have the option to purchase another size at the same or lower unit price.
 - <u>Agilent's response:</u> In general, analytical instrumentation tends to not have substitutions, Item F seems to speak more directly consumable type products. Agilent will certainly seek prior approvals should this be needed.
- G. Product Satisfaction: The Contractor should act as a customer advocate and coordinator for communications with the manufacturers and is responsible for performance and problem resolution. The Contractor's responsibility for support continues even if the Contractor discontinues selling a manufacturer's product to the extent that resolution is available from the manufacturer. The Contractor must take the necessary actions with manufacturers to reduce, minimize and prevent stock-outs of products and to ensure that promised lead times are accurate. Customer satisfaction will be a determining factor in measuring the Contractor's performance.

<u>Agilent's response:</u> Agilent is the Original Equipment Manufacturer for the products we have included in this proposal. Agilent follows our Value Promise. Which outlines how we support instrumentation long after we stop manufacturing the system: <u>Search | Agilent</u>. We continually process improve our supply chain and manufacturing process to minimize out of stock situations. Your success is Agilent's top Priority: <u>flyer-agilent-customer-experience-acx-5994-1123en-agilent.pdf.</u>



800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

VIII. STATEMENT OF NEEDS/SCOPE OF WORK:

H. Warranty: All products purchased under this contract will minimally include the Original Equipment Manufacturer's warranty which will pass directly to Virginia Tech. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of Virginia Tech, except in the event Virginia Tech fails to provide timely notice of product failure to the Contractor. The Contractor should provide contact information for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from

<u>Agilent's Response.</u> Agilent's Warranty Terms: <u>Agilent Warranty Terms | Agilent.</u> Contact for warranty service is via Agilent 1-800-227-9700 Support Line. Onsite service is scheduled via this Support Line of the next available resource for the product that requires on-site service.



800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

IX. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Provide a summary overview of the company, including qualifications and experiences, geographical operations, unique services provided to the higher education marketplace and envisioned company changes including planned technological advances and acquisitions.

Please see attached Agilent Technologies Overview.

2. If applicable, provide the link to your complete electronic catalog containing all available items being offered. Include published price list or instructions on how to access published price list electronically.

Please visit Order Center, Shopping Tools, Bulk Upload, Quick Order | Agilent

3. List all contact information for ordering, invoicing, customer service, etc.

Please visit Order Center, Shopping Tools, Bulk Upload, Quick Order | Agilent

4. Describe experience in working with various departments at educational institutions similar to Virginia Tech. Include method of collaboration for individual orders.

<u>Agilent's response:</u> Agilent has been working and collaborating with thousands of academic institutions world wind. In the Commonwealth of Virginia we have had the fortunate opportunity to partner with every single institution and provide goods and services. For VA Tech alone we have suppled many instruments for teaching and research needs. Please refer to the summary slides for more details on collaboration activates we have performed. Please see attached Agilent Academic Powerpoint.

5. Describe delivery options and policies including special handling charges, installation and training if required for the items being offered. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery. Specify costs in Attachment B Pricing Schedule.

Agilent's response: All orders are FOB destination, there is a 3% Shipping surcharge added to instrumentation orders. This caps at a maximum charge of \$3,000.00 per order. Any order above \$100,000.00 will never have more than a \$3,000.00 shipping surcharge added. Standalone services and standalone consumable supplies orders are exempt from this surcharge. If inside delivery (to a specific lab in a building versus a loading dock) is required, this should be specified on the order and if a tailgate lift gate is required it must also be listed on the order.

6. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.

Agilent's response: Typical turnaround is variable with the technology being ordered. High end analytical research instrumentation, such as Q-ToFs and IMS systems are manufactured at time of order and deliveries vary between 6-10 weeks. Core instrumentation items such as GCs and LCs run between 4-6 weeks standard delivery. Consumables supplies range from next day to 2 weeks. Some custom designed columns or supplies are subject to longer delivery. Agilent Is always willing to adjust to meet the customers delivery requirements.



800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

IX. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

- 7. Describe return policy and identify any associated costs. Any costs to be specified in Attachment B Pricing Schedule.

 Please see attached Agilent Return Policy.
- 8. Describe the process for replacement of defective, broken, or damaged items.

<u>Agilent's response:</u> Agilent has a process for Defective On Arrival (DEFOA) items, These are quickly identified and the new replacement is ordered by the service engineer as soon as possible upon discovery of the failure or damage.. The DEFOA part is prioritized for rapid shipment to minimize the impact of downtime at the start up and installation phase of the new instrumentation.

9. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.

Please see attached redacted Sample Quote and invoice.

10. Identify any other goods or services being offered to Virginia Tech and associated costs as specified in Attachment B Pricing Schedule.

<u>Agilent's response:</u> One additional service VA tech and others may want to consider, is Agilent Financial Services. Virginia tech could easily take advantage of monthly, quarter or annual payment plans, allowing researchers to spread the cost of instrumentation over time (years) and better balance their spend. Any purchase of instrumentation covered in this agreement could be provided through a monthly payment plan. Please refer to the slides on Agilent Financial Services for information.

11. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at http://www.sbsd.virginia.gov/

Not applicable for Agilent Technologies, Inc.



800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

Attachment B

Pricing Schedule

The offeror shall provide pricing for all proposed categories and/or items for research equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. The pricing schedule should include percentage off list price for specific manufacturer/product lines or percentage discount off catalog. The following sample shall be used: Category/Item, Manufacturer, and Discount Off List Price.

Category/Item (Product Line (PL))	Manufacturer	Discount off List Price
ICP/MS systems and related Products (PL AJ)		
Gas Chromatography Systems and related Products (PL AZ)		
Gas Chromatography/Mass Spectroscopy Systems and related Products (PL BZ)		
LC Mass Spectrometers (PL 89)		28%
Liquid Phase Separation Products (PL 29)		
Molecular Spectroscopy (PL MA)		
AA/OES (PL 9F)		
Laboratory Informatics (excluding software services and support products) (PL LI)		
Raman Spectroscopy (excluding Resolve and Insight instruments) (PL RM)		
Sample preparation products (excluding Bulk synthesis and purification resins) (PL 9P)		
LC Columns (excluding Bulk chromatography resins)		
(PL BC)	Agilent Technologies, Inc	
Support Products (included as a Product option at the time of Product purchase) (PL 74)	rigilone roomiologico, mo	20%
Generic Supplies (PL 58)		
GC Columns (PL JW)		
Genomics Systems (PL GS)		
BioReagents (PL SR)		
Proprietary Instrument Parts (PL AA)		15%
BioTek Products (PL XB)		
Automation -automation instruments and systems (excluding RapidFire products) (PL V1)		
Genomics Products (excluding Cartagenia products) (PL GE)		10%
Pathology Products (excluding PL PT Digital Pathology products) (PL PT)		
ACEA Products (PL XA)		
Seahorse Products (PL XF)		3%
Microfluidics (PL UF)		
Parallel CE Systems (PL AT)		
Other Product Lines		0%

Minimum Discounts. Volume and promotions will increase these discount levels. Please see attached Agilent Price List.

VIII. Statement of Needs/Scope of Work

H. Agilent Warranty Terms

Agilent Technologies Warranty Terms

- 1. Each Product will receive a global warranty. A global warranty includes the standard warranty for the country of purchase. If a Product is moved to another country, the destination country's standard warranty will apply except for on-site warranty where Agilent does not have an applicable Product specific support presence or authorized representative in that country.
- 2. The warranty period begins on acceptance. Customer may receive a different warranty when the Product is purchased as part of a system.
- 3. Agilent warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the hardware designated by Agilent. Agilent warrants that Agilent owned standard Software substantially conforms to Specifications. Agilent does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.
- 4. Agilent does not warrant that the operation of Products will be uninterrupted or error free.
- 5. If Agilent receives notice of defects or non-conformance during the warranty period, Agilent will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of repaired or replacement Product. If Agilent is unable, within a reasonable time, to repair or replace the affected Product(s), Customer will be entitled to a refund of the purchase price upon prompt return of the Product(s) to Agilent.
- 6. Agilent warrants that Agilent Service will be provided in a professional and workmanlike manner. For ninety (90) days from the date of repair, Agilent will replace, at no charge, defective parts used in Agilent's repair of Products.
- 7. Some newly manufactured Agilent Products may contain and Agilent Service may use remanufactured parts which are equivalent to new in performance.
- 8. Customer's Product warranty is transferable upon Agilent's receipt of written notification. Such notification must include the serial number, model number and the name, address and location of transferee and the transferee must agree in writing to Agilent's warranty terms.
- 9. Agilent reserves the right to invalidate Customer's warranty for Product with an on-site warranty, or Product that has been installed by Agilent, in the event Customer relocates such Product. Customer's warranty for such Product may be reinstated provided Agilent verifies, at Customer's expense, that such Product is in good operating condition.
- 10. The above warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair or calibration performed by Customer or a third party not authorized by Agilent; Customer or third party supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the Specification for the Product; abuse, negligence, accident, loss or damage in transit; or improper site preparation.
- 11. THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

IX. PROPOSAL PREPARATION AND SUBMISSION: A. Specific Requirements

1. Agilent Technologies Company Overview and Qualifications



Agilent Technologies







Overview



Safe Harbor

This presentation contains forward-looking statements (including, without limitation, information and future guidance on the financial condition and considerations, and the continued strengths and expected growth of the markets the company sells into, operations) that involve risks and uncertainties that could cause results of Agilent to differ materially from management's current expectations. The words "anticipate," "plan," "estimate," "expect," "intend," "will," "should" "forecast" company's goals, priorities, growth opportunities, customer service and innovation plans, new product introductions, "project" and similar expressions, as they relate to the company, are intended to identify forward-looking statements

competitive, pricing and gross margin pressures; the risk that our strategic and cost-cutting initiatives will impair our ability to asset performance to adapt to changes in demand; the ability to successfully introduce new products at the right time, price develop products and remain competitive and to operate effectively; the impact of geopolitical uncertainties on our markets business cycles; the ability to successfully adapt its cost structures to continuing changes in business conditions; ongoing In addition, other risks that the company faces in running its operations include the ability to execute successfully through and our ability to conduct business; the impact of currency exchange rates on our financial results; the ability to improve and mix, and other risks detailed in the company's filings with the Securities and Exchange Commission, including our annual report on Form 10-K for the year ended October 31, 2023.

The company assumes no obligation to update the information in these presentations. This presentation include non-GAAP excluded amounts pertain to events that have not yet occurred and are not currently possible to estimate with a reasonable extinguishment of debt, business exit and divestiture costs, pension settlement loss and net gain on equity securities. We also exclude any tax benefits that are not directly related to ongoing operations, and which are either isolated or are not transformational initiatives, acquisition and integration costs, change in fair value of contingent consideration, loss on expected to occur again with any regularity or predictability. With respect to the company's guidance, most of these measures. Non-GAAP measures exclude primarily the impacts of asset impairments, amortization of intangibles, degree of accuracy. Accordingly, no reconciliation to GAAP amounts has been provided. - Agilent



May 15, 2024

Who We Are

A global, collaborative team, serving vital industries in 6 key markets



Pharma and Biopharma



Food Safety



Chemicals and Advanced Materials



Environmental and Forensics



Diagnostics and Clinical



Academia and Government

Committed to

Accelerating the advancement of science

Providing complete, integrated solutions

Championing your success



Table of Contents

- Who We Are -- Overview (5-15)
- Agilent's Focus on Innovation and R&D (16-20)
- Key Markets (21)
- Pharma and Biopharma (22-25)
 - Food Safety (26-29)
- Chemicals and Advanced Materials (30-33)
- Environmental Analysis and Forensics (34-40)
- Diagnostics and Clinical (41-44)
- Academia and Government (45-48)
- Values, Integrity, Commitment, and Community (49-52)
- Agilent's Sustainability, ESG, D&I (53-57)
- Agilent Awards (58)
- Product Portfolio (59-64)
- Product Innovations (65-67)
- Financial Reconciliations (68-78)

A **Growth** Company Financial Snapshot

Leadership in large and growing end-markets

\$68B°

TAM in six end markets

Agilent revenue by geography⁽²⁾



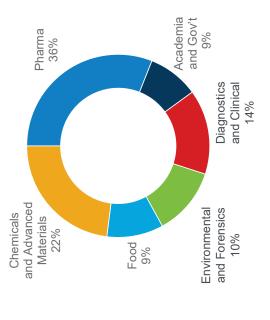
- Total Available Market. Market size per Company estimates £00£
- Based on FY23 revenue See reconciliations to the GAAP equivalent for $\overline{Q1}$ FY24 and $\overline{FY23}$ Core growth is reported growth adjusted for the effects of acquisitions and FX

Attractive and recurring revenue base

265,000

labs using Agilent solutions

Agilent revenue by market(2)



Q1 FY24 & FY23 financial

Q1 FY24 Revenue results (3)

\$1.66B

-6.4% core (3)(4)

Non-GAAP Earnings Per Share

\$1.29

- 6% YoY (3)(4)

FY23 financial results

Revenue

\$6.83B +1.5% core (3)(4)

Non-GAAP Earnings Per Share

\$5.44

+4% YoY (3)

Agilent

Who We Are - By the Numbers

Customers



Customers in





3,600 Service Engineers









Best Workplaces in Denmark Great Place to Work 2023

World's Top Female-Friendly Companies FORBES 2022

BARRON's 100 MOST SUSTAINABLE 2024

Sustainability

Best Places to Work

Employer of Women in China Great Places to Work (GPW) Institute

China, US, Germany

(1) Non-GAAP R&D expense as % FY23 Revenue

A History of Leadership

1939-1998

1999

2005

>2006-2010

2012

2014 and into the future

The **Hewlett-**

Packard years



Agilent is born

biggest IPO in Silicon Valley Spinoff is history:

\$2.1 billion



eadership and

innovation

heritage of

60 year

leadership analytical **Extends**

redefines

scope

Agilent



measurement

Focus on

Acquires

Stratagene Velocity 11 Varian

Agilent enters diagnostics cancer



Acquires Dako

Agilent narrows its focus into Life Sciences and Healthcare



Defines its six key market segments

advance lab operations Launches CrossLab to

Offers integrated LC system Addresses data security and solutions through InfinityLab

integrity with OpenLab

Expands into (:•:) cell analysis



Agilent. Trusted Answers.

We provide comprehensive, integrated workflow solutions

Scientific instruments, software, services, consultancy, consumables, and teams with deep market knowledge helping laboratories achieve superior scientific and economic outcomes



OUR FOCUS

Enabling scientists to improve the quality of life through reliable analysis and workflow solutions



OUR CUSTOMERS

The world's analytical, research, and diagnostics laboratories



OUR PASSION

Helping our customers solve their critical questions and challenges as they seek to optimize their labs and improve the world around us

Industry-Leading Product Breadth

Solutions and Technologies for Analytical, Research and Clinical Labs



Gas chromatography

Liquid chromatography

Mass spectrometry

Spectroscopy

Cell analysis

Informatics

Pathology

Companion diagnostics

Genomics

Nucleic acid synthesis

Sample prep and quality control

Vacuum

Our Customer Focus

Delivering scientific, operational, and economic value for labs around the world

Easy-to-use, reliable instrumentation

Innovative analytical workflows

Increased speed and higher throughput

Expert support

Budget-conscious, integrated solutions



Instruments and tools



Consumables, supplies and parts



Services, consulting and operational expertise



Software and informatics



A Reputation for Reliability and Robustness



standards, including ISO 9000 and Our instruments lead the industry designed and manufactured to stringent international quality in quality and reliability, ISO 13485



Our workhorse platforms operate at optimal performance over a longer lifetime

seven gas chromatographs We base our reputation on "In the 25+ years I've used 've had one service call. Agilent equipment and have run, for example, hydrocarbon analysis, just for a simulated distillation in detail he equipment.





A **Global** Presence



OUR FOOTPRINT

AMERICAS

- Santa Clara, CA (HQ)
 Wilmington, DE
 Carpinteria, CA
 Cedar Creek, TX (FDA)

- La Jolla, CA Lexington, MA Sao Paulo, Brazil

EUROPE

- · Waldbronn, Germany
 - Glostrup, Denmark Turin, Italy

ASIA PACIFIC

- · Shanghai and Beijing, China
 - Tokyo, Japan

- SingaporePenang, MalaysiaMelbourne, AustraliaManesar-Gurgaon, India

LOGISTICS CENTERS

- Memphis, TN Waldbronn Germany
- Singapore +9 regional hubs

Agilent Agilent

A Leader in Smart Manufacturing

Member of the **World Economic Forum's Global Lighthouse**Network, a community of leading manufacturers recognized for advanced technologies that boost productivity, output, and quality.

Deploying A.I. and machine learning, robotics, data analytics, and the industrial internet of things to deliver industry-leading products to our customers.







Digitally Enabled to Better Serve the Lab Ecosystem



Integrated Products and Services

Advancing the digital lab with integrated offerings

- Cloud-based software for remote instrument access and secure data management
- **Connected** instruments
- **Digital** services
- Smart consumables



Ease of Doing Business

Enabling faster, customer-preferred interactions online, anytime

- Search, shop and buy products and services in Agilent online store
- Personalized online Agilent account
- · Agilent Community support
- · Remote, virtual technical assistance



Operational Efficiencies

Enhancing lab performance with digitally enabled capabilities

- Lab operations management
- Asset utilization monitoring and productivity management
- Instrument "Smart Alerts"
- Agilent University online education and training



Agilent CrossLab

Integrated Services and Consumables to Support Workflow Success













Through **CrossLab**, Agilent supports lab important customer operations, driving outcomes like Training and consulting



analytical quality

efficiency and

assured

improved



Operational and economic optimization

Visibility and simplification

0



Agilent's Focus on Innovation and R&D

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E

R&D Investments Above Industry Average

ORGANIC R&D

EXTERNAL INVESTMENT AND PARTNERSHIP



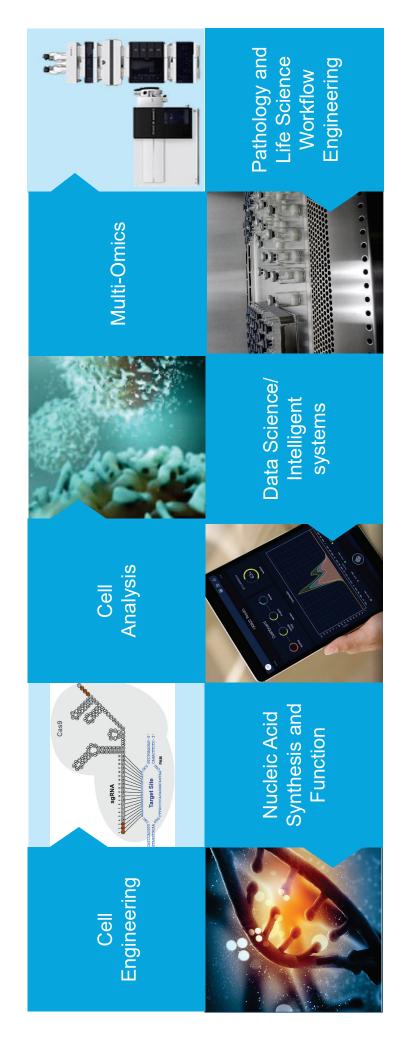
COLLABORATION INDUSTRY EARLY-STAGE COMPANY PARTNERSHIPS ACADEMIC & GOVT RESEARCH

+ AGILENT RESEARCH LABS

... Agilent

Agilent's Centralized Research Labs

High-impact, multidisciplinary longer-range technology innovation



Boosting Innovation Through Research Partnerships





University Research Program Collaboration with leading university faculty to explore new technologies and methodologies





Thought Leader Award Program Enables fundamental scientific advancements and unparalleled access to Agilent's technical research





Early Career Professor Award Program

Supports next-generation thought leaders and promotes research of importance to Agilent and the world



Market and Portfolio Expansion Through M&A

\$3.0B deployed in M&A since 2015



Focus Areas for Recent M&A Investment

Becoming a leader in live cell analysis

Increasing penetration into Biopharma

Bringing innovative software solutions to the laboratory

Adding scale to the genomics portfolio

Expanding consumables offerings to enable complete workflows



Agilent's Focus on 6 Key Markets

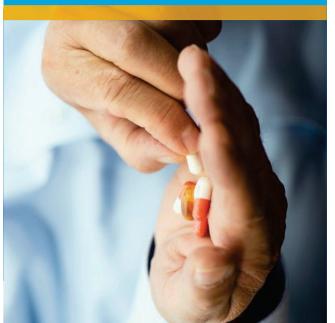
Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E



May 15, 2024

Agilent in Pharma and Biopharma

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E



May 15, 2024

Agilent Public

Agilent Agilent

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E Agilent in Pharma and Biopharma







- Agilent is enabling customers to develop and ensure the quality of life-saving medicines
- Agilent is helping pharmaceutical labs bring high-quality biologic medicines to customers
- Agilent understands the complexity of data management and the need for software that complies with government regulations

Complete Solutions for Pharma and Biopharma Labs

Sample preparation, columns, reagents, chromatography, mass spectrometry, spectroscopy, and analytical software - combined with multisite services and support

Small molecules

Leverage Agilent's strength in small molecule development and QC

- MassHunter Walkup software
 - InfinityLab LC systems
- InfinityLab columns and supplies
- Prep-LC
- Dissolution
- GC for extractables, leachables

April Abraham Comment Comment Comment

Biological molecules

Support researchers in characterizing compiex biological molecules

- MassHunter Walkup software
- Bio-inert LC systems
- AdvanceBio columns, standards, glycan analysis products
- Automated sample preparation
 - Large-scale nucleic acid synthesis



Serving the Entire Pharma and Biopharma Value Chain

Research/Discovery

Development

Quality Assurance and Compliance











Detection

Separation

Sample preparation

Data analysis

Reporting



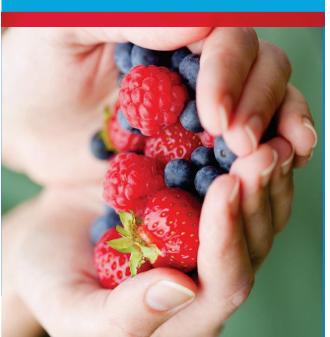
- Instrument service
- Training, consulting and operational expertise Enterprise lab management
- Columns, supplies and chemical standards





Agilent in Food Safety and Authentication

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E



May 15, 2024

Agilent in Food Safety and Authentication







- surveillance of the supply chain to ensure the world's food supply is safe and Agilent supports the testing and wholesome
- Agilent helps labs set/ensure the highest standards of food safety, quality, and authenticity
- Agilent works with leading researchers and residues, and emerging contaminants detecting pesticides, veterinary drug abs to develop new standards for

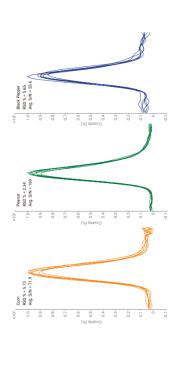
Agilent

Complete Solutions for Testing Food Safety, Quality, and Authenticity

coverage in one test. New regulations monitored to ensure Agilent solutions stay relevant. Continuous innovation to increase productivity, lower costs, and increase compound

Agilent workflows

- Enable laboratories conducting surveillance and food-safety risk assessments from imported and exported food.
- Provide industry with approaches for testing vitamins, minerals, and oils in food, helping to ensure label claims are correct.
- Support food chemists working to ensure the authenticity of food products.



Agilent strengths

- Solutions for quantification and food profiling.
- Highly skilled chemists who develop unique and differentiated workflows.
- Outstanding service and support for hardware, software, and applications.

Serving the Entire Food Safety and Authentication Value Chain

Research

Development

Quality Assurance and Compliance



Sample preparation



Detection





Data analysis

Reporting

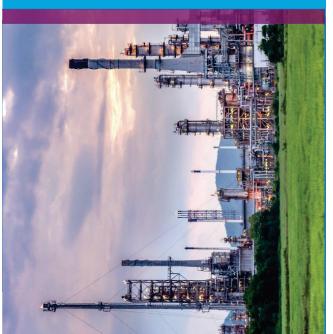


- Instrument service
- Training, consulting and operational expertise
 - Enterprise lab management
- Columns, supplies and chemical standards



Agilent in Chemicals and Advanced Materials

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E



May 15, 2024

Agilent in Chemicals and Advanced Materials







- compliance, and safety testing across the products for the chemicals, materials, and value chain from raw materials to final Agilent products are used for quality, energy market.
- These include specialty chemicals used as semiconductor, battery, consumer, and biomedical products; and petroleum products advanced materials used in electronic, food and pharmaceutical ingredients; used as fuels and feedstocks.



Complete Solutions for Chemical and Advanced Materials

spectroscopy, and analytical software - combined with multisite services and support Sample preparation, columns and reagents, chromatography, mass spectrometry,

effective analytical The most costsystems

- Standards-based solutions reduce the effort required to set up test ability.
- required for method Minimal investment transfer.
- Post-installation services and support provides contingency plan.



New products expand customer standards development New product pipeline supporting R&D and R&D efforts.

- Intuvo GC provides expanded product platform for new
 - 7250 GC/Q-TOF mass specs standards.
- provides ability to develop speciation techniques.
- product line for crude oil testing. MP-AES expands the atomic

May 15, 2024



Serving the Entire Chemical and Advanced Materials Value Chain

Providing solutions that comply with standard analytical methods

R&D / exp. and prod.

Refining / chemicals production

Finished fuels and products QA/QC



Analyzer solutions



Separation



Detection





Post-install support



Custom reports



- Instrument service
- Training, consulting and operational expertise
 - Enterprise lab management
- Columns, supplies and chemical standards



Agilent in Environmental Analysis & Forensics

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E



May 15, 2024

Agilent in Environmental Analysis







- water, soil, and air to protect human health Agilent is helping to address the safety of
- Agilent has been **a leader in water test**ing for more than 40 years
- Agilent and our partners are enabling water reuse and helping address global water shortages
- Agilent and our collaborators are developing new ways to detect known and unknown contaminants

- Agilent

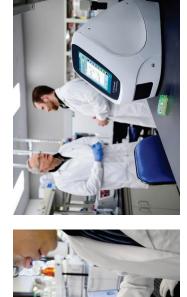
Comprehensive Solutions for Environmental Testing

Complete analytical solutions combined with multisite services and support

Leadership in quantitative analysis spanning more than 50 years

GC/MS systems

- LC/MS systems
- Spectroscopy systems
- Automated sample preparation
- Services and support
- Columns, Supplies and Chemical Standards



Coupling high-resolution MS with cell analysis and multi-omics profiling tools

- Seahorse cell analysis
- Bio-assays
- GC/Q-TOF systems
- LC/Q-TOF systems
- Services and support

Serving the Entire Environmental Value Chain

Research

Monitoring

Compliance







Separation

Sample preparation



Detection



Data analysis



Custom reports



From Insight to Outcome

- Instrument service
- Training, consulting and operational expertise

 - Enterprise lab management Columns, supplies and chemical standards



Agilent in Forensics







- produce reliable results for the forensics Agilent technology enables customers to and investigative fields.
- instruments that provide the ability to identify Agilent leads the industry with robust and quantify thousands of substances.
- Agilent produces innovative technology that presence of new and existing drugs of abuse can screen, identify, and confirm the and/or their metabolites.

Agilen A

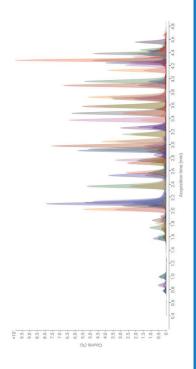
Complete Solutions for Forensics Labs

Sample preparation, columns and reagents, chromatography, mass spectrometry, spectroscopy, and software - combined with multisite services and support

Forensic toxicology

Agilent systems screen, identify, and confirm the presence of new and existing drugs of abuse and/or their metabolites

- GC/MS and LC/MS systems
- Accurate mass TOF and Q-TOF systems
- Curated libraries
- ALC GC columns



Criminalistics

Leverage Agilent's legacy of robust, reliable solutions that generate legally defensible data

- Blood alcohol analyzer
- Controlled substances analyzer
 - Customized libraries
- Mobile measurement and spectroscopy
 - Bioanalyzer for DNA testing



Serving the Entire Forensics Value Chain

Development

Routine screening and confirmation





Sample preparation



Separation



Detection



Data analysis



Reporting

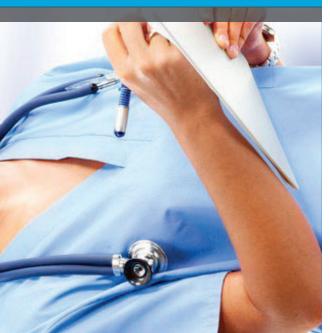


- From Insight to Outcome
- Instrument service
- Training, consulting and operational expertise
 - Enterprise lab management
- Columns, supplies and chemical standards



Agilent in Diagnostics and Clinical Science

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E



May 15, 2024

Agilent in Diagnostics and Clinical Science







- Agilent's mission is to improve the human condition by bringing the power of precision medicine to labs, partners and patients globally.
- through genetics, enable new discoveries that advance Agilent's strategic focus areas in clinical science are human health, and to partner for novel therapeutics to fight cancer, improve the quality of patients' lives and diagnostics.
- hospitals, pathology and diagnostic service labs, and pharmaceutical companies to bring state-of-the-art Agilent develops close partnerships with clinicians, diagnostics to patients world-wide.



Agilent Solutions: Fostering Breakthroughs in Diagnostics and Clinical Science

Improve the human condition by bringing the power of precision medicine to labs, partners and patients all over the world

Enable

New discoveries



Provide

Genetic insights



Fight

Cancer on many fronts



Partner

Novel diagnostics & therapeutics



Serving the Entire Diagnostics and Clinical Science Value Chain

Providing solutions to directly address your needs

Research

Clinical Research

Routine Diagnostics









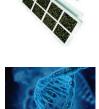




Sample QC

Genome Editing









Staining Solutions

Nucleic Acids Microarrays

Synthetic

Software that supports the entire workflow from sample to answer



- From Insight to Outcome
- Instrument service
- Training, consulting and operational expertise
 - Enterprise lab management
- Columns, supplies and chemical standards



Agilent in Academia and Government

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E



May 15, 2024

Agilent in Academia and Government







- accelerate insights and progress in Agilent offers multi-omic solutions to research labs
- Agilent is a leading partner in academic research and teaching labs
- Agilent is well positioned to supply academia with transformative technology for advanced research



Complete Solutions for the Academic Value Chain



Teaching labs

- CHROMAcademy
- Academic software packages
- Tomorrow's Scientist program



Shared resource facilities

- Science exchange program
- Technology Refresh program
- · iLab laboratory management tools



Research labs

- University Relations grant programs
- Academic career program



University-wide

- CrossLab consulting, service and support
- Grant writing tools
- Internship program



Serving the Needs of the Academic Workflow

Sample preparation

Detection

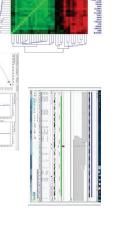
Data analysis and interpretation













- Instrument service
- Training, consulting and operational expertise Enterprise lab management
- Columns, supplies and chemical standards





Values, Integrity, Commitment, and Community



May 15, 2024

Agilent Public

20

At Agilent we are at our best when we lead, win, and grow as one company. Together we advance health and quality the world's most challenging problems. of life by helping our customers solve

environment built on a foundation of trust, respect, and uncompromising integrity. Together we work in a diverse

Together we hold ourselves accountable to live our values every day.

OUR CORE VALUES



UNCOMPROMISING



TRUST

INNOVATION



SPEAKING UP



RESPECT





TEAMWORK

ACCOUNTABILITY

FOCUS

This is how we win.

The Integrity and Commitment of Our Teams

Our approach:

- There when it matters to you
- Reliable answers and insights, helping to anticipate your next challenge
- Committed to solving your problems
- Experience to help you make the right decisions



"Agilent has been a great resource because they have been willing to engage in conversations about new things that we want to do. Agilent is partnering with us to think about ways to use their newly developed tools."

Agilent Agilent

Agilent in the Community: Helping Improve Lives

Volunteering

Employees can take six workdays of paid time off per year to volunteer

- Supporting the communities where we live and work
- Mentoring programs
- Environmental cleanup
- Agilent After School

FY23 Global Philanthropy Giving

42,134 hours

across 17 countries

Global Giving

Employee donations are matched at a 1:1 ratio

\$6.7 million was bonated in FY23













Agilent Agilent

Our Approach to ESG

The Four "P"s: People, Products, Planet, and Prosperity



May 15, 2024

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E

AGILENT MISSION:

Quality of Life Advancing the

up and what we strive to do all day, every day. Successfully addressing issues is woven into the and governance (ESG) environmental, social, fabric of our companyit's part of our make-



People

and inclusive team A vibrant, diverse, that treats others with respect.

and the quality of Our technologies touch all people their lives.



Products

services while enabling Improving sustainability customers to achieve of our products and their environmental goals.

advance health and A strategic focus to science.



Planet

Reducing the impact of our operations. commitment. Net-zero

Fechnologies deployed solve society's biggest by our customers to challenges.

Prosperity

Enabling better health and advancing science to create shared prosperity for all.



Agilent's Net Zero Commitment Aligned to Science-Based Targets











Our Goals

emissions by 50% Scope 1 and 2 by 2030

Scope 3 emissions by 30%

2050 Net Zero

greenhouse gas emissions Achieve net-zero

Our Approach

Investing in renewable energy

Engagement across value chain Approved by Science-Based Targets initiative (SBTi)

Partnership My Green Lab and ACT label program

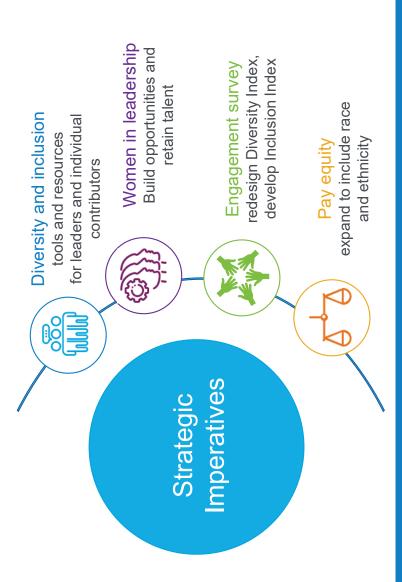
Achievements

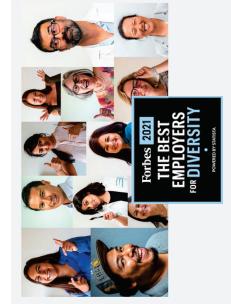
Reduced emissions by > 33% per square foot since 2014 Created and implemented digital tools that reduce travel while increasing productivity

Reduced carbon footprint of select products and packaging

Diversity and Inclusion Mission and Vision

the quality of life. Our commitment to diversity and inclusion is elemental to our At Agilent, we believe that D&I is critical to achieving our mission to advance organization and is at the heart of our business for the betterment of our employees, customers, and investors.





Agilent is a recognized leader in diversity and inclusion:



Recognized by Forbes as one of America's Best Employers for Diversity



Ranked #9 in Financial Times'
Diversity Leaders ranking, which
represents Europe's most inclusive
companies



Recognized by Forbes as one of The Just 100: Companies Doing Right By America



Rated a 4.4 D&I Score on Glassdoor, out of 5, through April 30, 2021

Employee Network Groups (ENGs) at Agilent







Rainbow Spark

express themselves, and to together in late 2021 with increase visibility for the supportive environment networking group came Our LGBTQ community two goals: to provide a where employees can LGBTQ community at

> our Black employees and local communities. CoBE

CoBE worked to build a vibrant community for

In its inaugural year,

Black Employees

Council of

mentors with mentees to

members matched

enhancement, and the team provided 10,000

foster career

meals through Rise

Against Hunger.

Society of Women Engineers

community for women in collaborate, and develop Engineers, active at nine Agilent sites around the The Agilent chapter of their leadership skills. world, establishes a Society of Women tech to network,



La Chispa

advancement of Hispanic networking, professional leadership opportunities recruitment, retention, members at Agilent. with a focus on the La Chispa fosters mentoring, and development, learning, and



Women @Agilent

Women @Agilent

to network, develop, and STEM roles of the future. girls in preparing for the for professional women Agilent's recruiting pool talent, and we support provides a community focus on diversifying to attract top female collaborate. We also Women@Agilent

Agilent prioritizes hiring

of veterans, and has joined RallyPoint, a

launched in Delaware.

Our group for U.S. military veterans

Agilent VETS

that connects companies

social-media platform

with the largest military network community in

the U.S.



May 15, 2024

... Agilent

Agilent is a recognized leader in ESG

Great Place To Work。









INVESTOR'S BUSINESS DAILY"



COMPANIES



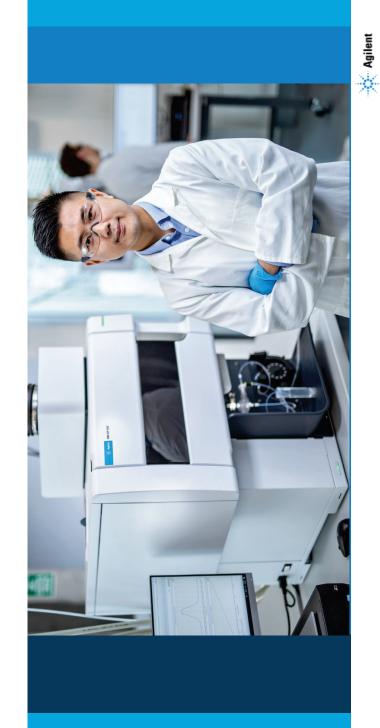
Dow Jones Sustainability Indices Member of

Powered by the S&P Global CSA

Europe Netherlands Italy Ireland Spain Sweden France Denmark India China Australia USA Belgium Mexico Canada Korea Americas Brazil Malaysia **Thailand** Taiwan Asia-Pacific

Agilent achieved Great Place to Work certification in 27 countries and territories in 2023

Agilent's Portfolio at a Glance Serving laboratories around the world



May 15, 2024

Agilent Public

09

Gas chromatography chromatography systems comprehensive, flexible, The industry's most and reliable gas



Mass spectrometry

innovation in precision mass Forty years of expertise and spectrometry solutions



Liquid chromatography

Series provides the broadest solutions for any application choice of LC systems and The Agilent InfinityLab LC and budget





Columns and supplies

with a wide selection of high-Achieve peak performance supplies optimized for use performance GC and LC columns and proprietary with Agilent instruments



May 15, 2024

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E

Atomic spectroscopy

spectroscopy innovation to provide the most sensitive, Leading the way in atomic robust, and productive range of liquid-based elemental analyzers



spectroscopy Molecular

Raman, and FT-IR systems power a wide range of UV-Advanced optical designs Vis-NIR, fluorescence,



Cell analysis

Unique label-free technology to detect discrete changes in cell metabolism in real-time



Vacuum Solutions

products and solutions: High Nanotechnologies markets and primary vacuum, Leak Detectors for Academia, Analytical, Medical, and A full range of vacuum



Sample preparation

Address complex sample preparation protocols using a wide range of manual sample prep technologies; membranes, sorbents, custom kits, or filter plates. Simplify complex protocols using automated liquid handling systems



Software and informatics

Software that connects people to data and insights by controlling instruments, performing data analysis, and presenting results through flexible reporting. Improves lab operations by safeguarding intellectual property and satisfying data integrity needs

subsequent DNA, RNA, or protein analysis with ready-

to-use assays and

prepackaged reagent kits



Genomics

Sample quality control

TapeStation, and Fragment

Agilent Bioanalyzer,

Analyzer systems provide

determination of sample quality and quantity for

rapid, automated

Products that enable custom or catalogue molecular analysis, including next-generation sequencing reagents, CGH+SNP and gene expression microarrays, CRISPR/Cas, PCR, and qPCR





Agilent Public

May 15, 2024



Pathology

treatment for cancer patients determine the most effective A wide portfolio of staining integrated, innovative, and tissue-based diagnoses to automated for accurate solutions which are





Clinical chemistry

and precipitation techniques. turbidimetry, nephelometry, The products can be used Comprehensive range of automated instruments antibodies for clinical on a variety of fully chemistry, such as polyclonal primary



Flow cytometry

polyclonal antibodies and kits optimized for flow cytometry conjugated monoclonal and A portfolio of fluorochromeapplications



Nucleic acid synthesis

efficiently advance your lead oligo candidates from clinic purified nucleic acids from pharmaceutically active, grams to kilograms to Good Manufacturing Practices-compliant synthesized, and production of to market





At the forefront of new technologies for science **Product Innovations**



May 15, 2024

Agilent Public

65

Service, support, operational expertise and consulting

A comprehensive portfolio of services designed to improve the productivity of your system, personnel and lab operations.





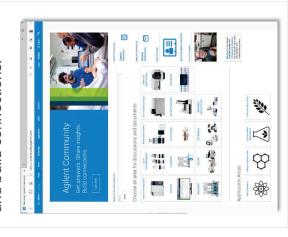
Education

Agilent University provides flexible, cost-effective training options to ensure well-trained lab personnel-—not only for lab efficiency and productivity, but also career success.



Connected Forums

Agilent Community connects customers with Agilent experts and one another to get answers, share insights and build connections.



Financial Solutions

Certified pre-owned instruments, flexible payment plans, and alternative buying models ensure customers are raising their efficiency, not their investment.







Agilent Resolve Handheld Raman System

Winner of the 2018 ADS Security Innovation Award, this handheld system rapidly detects explosives, narcotics, toxic chemicals, chemical warfare agents, and more through unopened opaque containers. Using spatially offset Raman spectroscopy, the Resolve system can work through colored plastic and glass, paper, fabrics and other packaging materials, greatly reducing operator risk



Cary 3500 UV-Vis Spectrophotometer

The first significant advancement in UV-Vis architecture in decades, the Agilent Cary 3500 spectrophotometer offers photometric performance along with unique measurement capabilities, streamlining experimental design at a low cost. The 3500 is available in several configurations, including a multizone multicell that allows up to four temperature experiments across eight cuvette positions simultaneously.





Companion Diagnostic tests for anti-PD-L1 immunotherapy

approved for a CDx in non-small cell lung carcinoma manufactured by Merck. Currently PD-L One is FDA PD-L One is used to identify patients for treatment (NSCLC), gastric or gastroesophageal junction with Keytruda, a targeted anti-PD-L1 therapy (GEJ) cancer, cervical cancer, and urothelial carcinoma.



Magnis NGS Prep System

operators and long manual workflows. With the Magnis preparing samples for sequencing still relies on skilled Next generation sequencing has become an essential minutes for the full SureSelect library preparation and NGS Prep System's walkaway automation, you can reduce your hands-on time from 2.5 hours to only 5 solution for clinical diagnostics labs. However, target enrichment workflow.



Agrient

Trusted Answers

IX. PROPOSAL PREPARATION AND SUBMISSION: A. Specific Requirements

4. Academic Program Overview

Agilent Trusted Answers

Agilent Technologies

Academic Programs







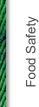


Who We Are

A global, collaborative team, serving vital industries in 6 key markets







Pharma and Biopharma



Chemical and Energy



Environmental and Forensics



Clinical and Diagnostics



Academia and Government

Committed to

advancement of science Accelerating the

integrated solutions Providing complete,

your success Championing

Industry-Leading Product Breadth

Solutions and Technologies for Analytical, Research and Clinical Labs



Gas chromatography

Liquid chromatography

Mass spectrometry

Spectroscopy

Cell analysis

Informatics

Genomics

Companion diagnostics

Pathology

Nucleic acid synthesis

Sample prep and quality control

Vacuum

Market and Portfolio Expansion Through M&A

\$2.5B deployed in M&A *since 2015*



Focus Areas for Recent M&A Investment

Becoming a leader in live cell analysis

Increasing penetration into BioPharma

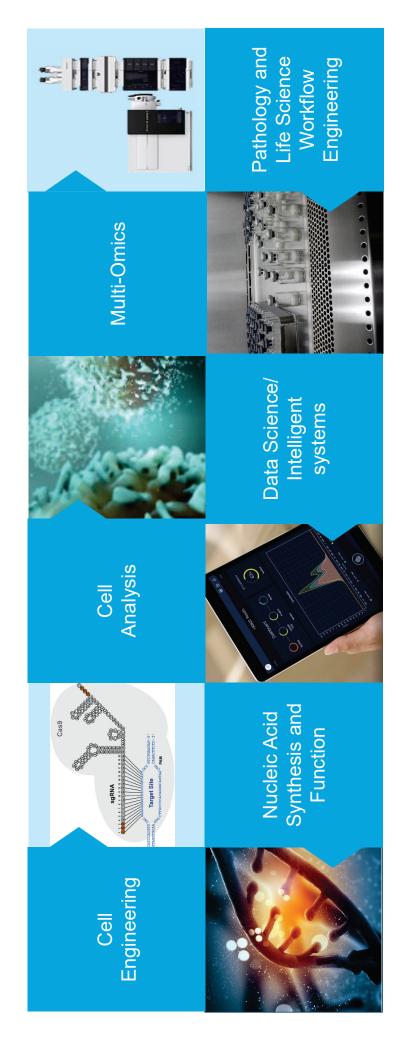
Bringing innovative software solutions to the laboratory

Adding scale to the genomics portfolio

Expanding consumables offerings to enable complete workflows

Agilent's Centralized Research Labs

High-impact, multidisciplinary longer-range technology innovation



Boosting Innovation Through Research Partnerships- *University Relations*





University Research Program

Collaboration with leading university faculty to explore new technologies and methodologies





Agilent Research Catalyst Program

Enables fundamental scientific advancements and unparalleled access to Agilent's technical research





Early Career Professor Award Program

Supports next-generation thought leaders and promotes research of importance to Agilent and the world



Complete Solutions for the Academic Value Chain



Teaching labs

- Free Teaching Tools
- Grant Match Program
- Tomorrow's Scientist program



Core Facilities

- Research Support Program
- Leasing/Subscription programs
- iLab/SLIMS laboratory management tools



Professor Research labs

- University Relations grant programs
- SIRA program
- Research Support Program



University-wide

- CrossLab consulting, service and support
- Grant writing tools (webinars/whitepapers)
- Internship program

Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E Agillent Pree Academic Programs!

Tomorrows Scientist Program- many new professors must teach, Teaching Tools | Agilent

- Agilent InterAct- 3D VR, entire portfolio, Agilent InterAct! | Agilent (LC, GC, LC/MS, GC/MS....and more!)
- Theory & Fundamentals slides & HPLC simulator
- 5 years subscription to CHROMAcademy
- Agilent University & Learning Paths fundamental product training
- Agilent University -Please register and start with free courses.
- Agilent Community;
- Agilent community: Please register Agilent community video introduction
- Grant Support Site, Agilent Grant Writing Resources | Agilent
- Recorded Webinars- NIH (RO1 and S10), NSF MRI, and white papers for each (added CFI)
- Agilent LC/MS grant expeditors
- Letters of support- contact me
- Running of small sample sets @ COE's, for preliminary data submission

Potential Academic Partnership Elements

Preferred Pricing On New Instruments

- Enhanced Extended Warranty incentives; 3, 5 or 7 years Incentives On Campus-Wide Service Contracts

New Product Introductions / Beta testing program

- Seeking user-based feedback on demo placements
- Publications/Applications Notes/White Papers
- High impact journals referencing Agilent support Co-development of Agilent application notes Co-authoring of Agilent white papers

- **Joint Marketing Events**Applications focused conferences & symposia
 - Technology focused seminars & workshops
- Community training programs Speaking on Agilent's behalf at conferences & seminars

Press Releases, Signage & Branding

Research funding for joint collaborations & projects



Docusign Envelope ID: F54C8B94-97E3-4AF4-8BEA-AA614C0B6E1E

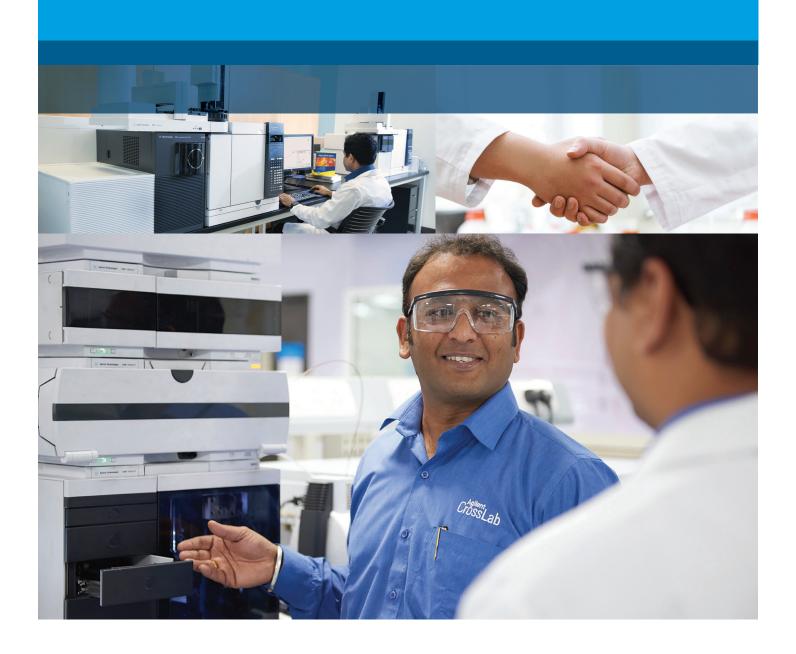
VIII. Statement of Needs/Scope of Work

G. Product Satisfaction - Agilent Value Promise



Agilent Value Promise

Our instruments last for years.
Our commitment lasts a lifetime.





"Our first concern is helping you maintain optimal instrument uptime, so your lab can be competitively efficient and profitable. Let Agilent service options and technology transition solutions protect your investment."

Mike McMullen
Agilent President and Chief Executive Officer

Making the Most of Your Instrument Investment

Today's labs face complex challenges that require the support of a true partner. Through the years, you've trusted Agilent to provide the instruments, supplies, and support needed to keep your lab operations running smoothly.

Long before your instrument's end-of-production date, Agilent CrossLab service plans maximize your lab's productivity and minimize downtime, day after day. Whatever your laboratory configuration, we can provide the level of support that best meets your needs and budget.

As your instruments reach the end of their useful life, you can continue to look to Agilent for insights into extending the longevity of your investment. We'll help you explore your options and plan your transition to the latest technology, so you can remain competitive, control costs, and do more with less.

We Have Your Back, Every Step of the Way



The Agilent Value Promise

From the date you purchase select Agilent chromatography, spectrometry, and spectroscopy instruments, we guarantee at least 10 years* of instrument use. Otherwise, we will credit you with the residual value of the system toward an upgraded model.

*Seven years past the end of production, plus a minimum of three years past the end of guaranteed support before contract availability ends. Applies to current-generation Agilent instruments not being used in highly corrosive or bio-hazardous environments.

Our promise to you:

- ▶ At least seven years of guaranteed new instrument support from the last day of production
- ▶ At least seven years commitment to Agilent genuine parts and Agilent service expertise
- ➤ At least three years of best-effort service past the last day of guaranteed support





The Agilent Service Guarantee

If we cannot fix an instrument covered by an Agilent CrossLab service plan during the guaranteed support window, our escalation process will resolve the issue up to, and including, replacing your instrument free.**

**Conditions apply.

Put Our Insight to Work for You

CrossLab is an Agilent capability that integrates services and consumables to support workflow success, improve productivity, and enhance operational efficiency. In every interaction, we strive to provide insight that helps you achieve your goals. We offer a wide range of products and services—from method optimization and training to full-lab relocations and operations analytics—to help you manage your instruments and your lab for best performance.

Learn more about CrossLab at www.agilent.com/crosslab



Find a local Agilent customer center in your country:

www.agilent.com/chem/contactus

U.S. and Canada

1-800-227-9770

agilent_inquiries@agilent.com

Europe

info_agilent@agilent.com

Asia Pacific

inquiry_lsca@agilent.com

DE 70330042

This information is subject to change without notice.



Agilent Customer Experience Survey

Making Agilent Better for You



Customer satisfaction has been important to Agilent since the day we opened our doors.

The Agilent Customer Experience Survey is one of the most important ways we have for understanding how you feel about doing business with Agilent. It helps tell us what's working, the progress we're making on issues you've brought to our attention, and where we need to do a better job.

We hope you'll provide us with feedback. We want to know where we meet your needs and expectations (and keep doing that), and where we miss the mark (and work on that).

The Agilent Customer Experience Survey was redesigned to make it easier, faster and more convenient for you to complete.

 The ACX Survey is now mobile enabled, and takes less than 3 minutes for you to provide your valuable feedback to us.

Many of the questions were changed to better capture what matters most to you in your experience with us. We've targeted our questions to where it's vitally important for us to meet or exceed your expectations.

For example:

- Did you get the information you wanted when deciding whether to buy from us?
- After you placed an order, were you kept regularly informed about when it would be delivered and installed?
- Was the instrument installed by the date you needed it? When you requested on-site service, did we schedule it quickly and solve the issue to your satisfaction?



We invite you to participate

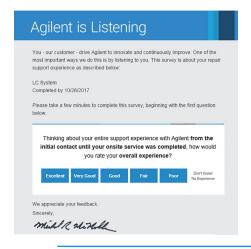
Watch for an invitation from AgilentListens@e-mail.agilent.com to participate in the Agilent Customer Experience Survey.

We look forward to hearing from you!



Identifying areas to improve

All levels of Agilent management see our customers' responses and comments. From these, we identify what and where we need to improve, investigate the issues and create improvement plans, and (if you want us to) get back to you on what we're doing.



Implementing improvements

Here are a few examples of improvements we made based directly on customer feedback:

- Introduced an automatic notification system that confirms when your product is ordered, tells you when it ships, and utilizes a real time tracker for delivery information
- Provided easier and more complete access to site preparation guidance for customers purchasing instruments
- Faster delivery time and online purchase options for consumables to improve your purchase and delivery experience
- Shortened the time it takes you to schedule your service
- Improved search and navigation on our website



Commitment to our customers

As a highly valued customer, your success is Agilent's top priority. Agilent teams are passionate about providing you trusted answers to your complex challenges. We aim to support your business success to ensure that you have an outstanding experience as you work with us. For me, this is a personal commitment.

As I hope you have already noticed, we are taking actions, both significant and subtle, to continually improve the ways we serve you. And we will continue to make changes necessary for a better customer experience.

Please take a few minutes to share your views about how we're doing in the web-based Agilent Customer Experience Survey. We want to hear from you.

Mike McMullen President and CEO

For information, visit www.agilent.com

This information is subject to change without notice.



5994-1123FN

- A. Specific Requirements
 - 7. Agilent Return Policy



Agilent Technologies, Inc. 2850 Centerville Road, MS BU2-1 Wilmington, Delaware 19808 800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

Agilent Order Cancellation and Product Return Policy

POLICY DESCRIPTION

This policy allows customers and channel partners of Agilent Technologies to cancel orders and return products under limited circumstances and subject to certain conditions. For order cancellation, the policy addresses orders for standard products and orders for custom products and the related cancellation fee thereon. For product returns, the policy explains Agilent approval processes, product eligibility criteria, associated return charges, and credit releases.

ORDER CANCELLATION

A. Standard Products

Agilent Direct Customers utilizing Agilent Terms of Sale or having a duly negotiated valid purchase agreement in place; may cancel orders for products prior to delivery for any reason. If Agilent receives notice of cancellation prior to shipment by Agilent, there will be no charges or fees assessed. If Agilent receives notice of cancellation during or after shipment but prior to delivery to the customer, Agilent will charge up to 15% of the net purchase price of the product as a return/restocking fee.

Agilent authorized Channel Partners may cancel orders for products for any reason if Agilent receives a notice of cancellation prior to shipment, however Agilent will charge up to 15% of the net purchase price of the product as a cancellation fee.

Any cancellation notice received during or after shipment shall be treated as a product return. Agilent will charge up to 15% of the net purchase price of the product as a cancellation/restocking fee for all such cancellations and product returns.

B. Custom Products

Unless specified in an existing contract, orders for custom products (i.e., products designed, manufactured or configured to meet specific customer requirements) may not be cancelled without Agilent approval. Cancellation approvals shall be subject to up to 15% cancellation fees as in clause A. above.

PRODUCT RETURNS

A. Approval Processes

The requirements for product return are as follows:

- 1. The product is eligible for return under section (B) below.
- 2. The customer makes the request for return within 60 days of the applicable product's shipment date.
- 3. The request is not a claim that the product is defective (product defect claims are not covered by this policy, but rather by the warranty terms in the applicable customer contract or the Agilent Warranty Policy).



Agilent Technologies, Inc. 2850 Centerville Road, MS BU2-1 Wilmington, Delaware 19808 800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

Upon approval for a product return, Agilent will issue a "return authorization number" to the customer, which may be used at any time within the next 60 days to return the product to Agilent.

B. Product Eligibility

Products are eligible for return to Agilent as follows:

- 1. When the product has been ordered by the customer in error, the following types of products are NOT eligible for return:
 - Custom products (i.e, products designed, manufactured or configured to meet specific customer requirements);
 - Repair parts that are flagged by Agilent as non-returnable; Products with shelf life.
 - Dangerous or Hazardous Materials
 - Opened Software
 - Opened/Used Products
 - Obsolete Products
 - Cool or Cold Shipments
- 2. When there is an Agilent error associated with the product, including the following:
 - the Customer receives a product different from the product ordered;
 - the Customer receives a product damaged in transit; or
 - the customer receives a "DOA" (dead on arrival) product
- 3. Any product that is identified as eligible for return by Agilent.

C. Product Return Charges

- 1. For returns based on customer error, Agilent may at its discretion charge 15% of the net purchase price of the product as a return/restocking fee. If a return fee is charged, it may be deducted from the return credit to the customer.
- 2. For returns based on customer error where the customer has operated the product, Agilent may at its discretion charge an additional fee for the refurbishment of the product. If a refurbishment fee is charged, it may be deducted from the return credit to the customer.
- 3. For returns based on customer error, the customer will pay return freight charges to the Agilent specified location.
- 4. For returns based on Agilent error, Agilent will pay return freight charges and the customer will not be charged any return/restocking or refurbishment fees.

D. Stock Re-Adjustments



Agilent Technologies, Inc. 2850 Centerville Road, MS BU2-1 Wilmington, Delaware 19808 800 227 9770 telephone 302 993 5941 facsimile www.agilent.com

An Agilent Stocking Channel Partner may return Products once per quarter under the Stock Readjustment program as per the terms of their agreement; provided that such Products are received by Agilent within 12 months of their shipment in their unopened, original packaging, and be marketable as new merchandise. Stock Adjustment Returns shall attract a 15% restocking fee per clause C(1) of this Policy.

E. Release of Credit

Credit memoranda over US\$500 (or the local currency equivalent) will not be issued to the customer until the product has been physically received by Agilent. In its discretion Agilent may provide credit memorandums under \$500 to the customer prior to product receipt.

PRODUCT RETURNS (Continued)

Credit memorandums are calculated as follows: the original invoice amount less any of the charges listed in Section (C) above. Post-invoice price changes to the subject product, both decreases and increases, will not affect the credit calculation.

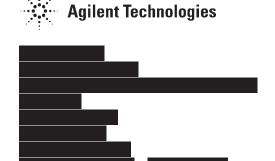
Credit memorandums will be issued to customers within 15 working days from the date the subject product has been physically received by Agilent.

PRECEDENCE

In the event and to the extent of a conflict between the terms of any customer contract and the terms of this policy, the terms of the customer contract will take precedence.

IX. Proposal Preparation and Submission A. Specific Requirements

9. Sample Quote and Invoice



Quote No.	Create Date		Delivery Tim	e Page
	04/26/2024		7 Weeks	1 of 7
Contact		Phone no.		Valid to
				05/31/2024

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

 Product
 Email
 FAX

 Consumables
 cag_sales-NA@agilent.com
 302-633-8901

 Genomics
 orders@agilent.com
 512-321-3128

 Pathology
 customer.service@agilent.com
 800-566-3256

 Instruments
 Lscainstrumentsales@agilent.com
 302-633-8953

 1-800-227-9770
 Option 1

			Unit		Extended
			List	Discount	Net
Item	Product/Description	Qty/Unit	Price	Amount	Price

Please reference Virginia Association of State Colleges and UniversitiesPurchasing Professionals(VASCUPP); contract # VTG-064 when placing your order. This is a cooperative VASCUPP procurement contract which may be used by any College or University that participates in cooperative procurement practices. Quotation and order are governed by the pricing, terms and conditions of contract # VTG-064-2016.

This quotation includes a special discount and expires May 31, 2024.

1000 G7111B 1.000 EA 30,799.35 USD 15,368.88- 15,430.47

1260 Infinity II Quaternary Pump, maximum pressure 600bar. Includes quaternary pump with integrated 4-channel degassing unit, column, connecting capillaries, solvent cabinet, solvent bottles and CAN cable.

With the following configuration:

Manual DVD for 1220/1260/1290 : DVD included

Add Tool Kit (001): Tool Kit included

Ship-to Country: USA HPLC System Tool Kit 1260

Active Seal Wash

Poroshell 120 EC-C18 4.6x100mm, 2.7µm

Installation (44K) Introduction (44L)

2000 G7167A 1.000 EA 39,982.00 USD 19,951.03- 20,030.97

1260 Infinity II Multisampler up to 800 bar for well plates and individual sample containers. Includes 1 sample drawer, 2x 54-vial containers, a needle flush port, 100 uL metering device and loop.

With the following configuration:

Type of SW license: ChemStation or EZChrom Driver





Quote No.	Create Date	Delivery Time	Page
	04/26/2024	7 Weeks	2 of 7
Contact	Pho	one no.	Valid to
			05/31/2024

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

 Product
 Email
 FAX

 Consumables
 cag_sales-NA@agilent.com
 302-633-8901

 Genomics
 orders@agilent.com
 512-321-3128

 Pathology
 customer.service@agilent.com
 800-566-3256

 Instruments
 Lscainstrumentsales@agilent.com
 302-633-8953

 1-800-227-9770
 Option 1

Unit Extended
List Discount Net
Item Product/Description Qty/Unit Price Amount Price

Manual DVD for 1220/1260/1290 : DVD included

Ship-to Country: USA Single-height drawer (1H) Installation (44K) Introduction (44L)

3000 G7115A 1.000 EA 30,596.00 USD 15,267.41- 15,328.59

1260 Infinity II Diode Array Detector WR. Provides 120Hz data acquisition rate RFID tags for flow cell and lamp. Includes long-life deuterium and tungsten lamp. Flow cell must be ordered as option.

With the following configuration:

Flow Cell Options: Prep cell Quartz 3mm (082)
Prep capillary selection: Cap Flow Cell 4-8mL/m (181)
Manual DVD for 1220/1260/1290: DVD included

Ship-to Country: USA

Preparative Flow Cell Quartz 3mm

Installation (44K) Introduction (44L)

4000 G1364F 2.000 EA 19,609.00 USD 19,569.76- 19,648.24

1260 Infinity II Analytical Fraction Collector Maximum flow rate up to 10 mL/min.

With the following configuration:

Tubing kit sel: PrepFC Tubing Kit 4-8 mL/min

Ship-to Country: USA

PrepFC Tubing kit 4-8 mL/min.

Installation (44K)





Quote No.	Create Date	Delivery Time	Page
	04/26/2024	7 Weeks	3 of 7
Contact	Pho	one no.	Valid to
			05/31/2024

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

 Product
 Email
 FAX

 Consumables
 cag_sales-NA@agilent.com
 302-633-8901

 Genomics
 orders@agilent.com
 512-321-3128

 Pathology
 customer.service@agilent.com
 800-566-3256

 Instruments
 Lscainstrumentsales@agilent.com
 302-633-8953

 1-800-227-9770
 Option 1

			Unit		Extended	
			List	Discount	Net	
Item	Product/Description	Qty/Unit	Price	Amount	Price	

Introduction (44L)

5000 M8380AA 1.000 EA 19,255.00 USD 9,608.25- 9,646.75

OpenLab ChemStation PC Bundle. Includes software, core license and PC.

With the following configuration:

Ship-to Country: USA Installation (44K) Introduction (44L)

1 Year Phone Assist (44W)

6000 M8510AA 1.000 EA 1,924.00 USD 960.08- 963.92

OpenLAB CDS Instrument Driver for Agilent LC. License only. One license required per instrument.

With the following configuration:

Ship-to Country: USA

7000 M8360AA 1.000 EA 3,862.00 USD 1,927.14- 1,934.86

OpenLab ChemStation 3D UV (PDA) Add-on. License only. One license required per instrument. Software media is included with the OpenLab ChemStation core product.





Quote No.	Create Date		Delivery Tim	e Page
	04/26/2024		7 Weeks	4 of 7
Contact		Phone no.		Valid to
				05/31/2024

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

 Product
 Email
 FAX

 Consumables
 cag_sales-NA@agilent.com
 302-633-8901

 Genomics
 orders@agilent.com
 512-321-3128

 Pathology
 customer.service@agilent.com
 800-566-3256

 Instruments
 Lscainstrumentsales@agilent.com
 302-633-8953

 1-800-227-9770
 Option 1

ltem	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	With the following configuration: Ship-to Country: USA				
	Installation (44K) Introduction (44L)				
8000	G1364-44610	2.000 EA	47.00 USD	46.90-	47.10
	Tray holding 100 x 2mL vials, for fraction				
9000	G7116A	1.000 EA	7,828.00 USD	3,906.18-	3,921.82

1260 Infinity II Multicolumn Thermostat MCT

With the following configuration:

Quick-Connect HE 3ul (062): Quick-Connect HE 3 ul selected

Ship-to Country: USA Quick-Connect HE Large id

Installation (44K) Introduction (44L)





Quote No.	Create Da	ite Deliv	ery Time	Page	
	04/26/202	24 7	Weeks	5 of 7	
Contact		Phone no.		Valid to	
				05/31/2024	

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

ProductEmailFAXConsumablescag_sales-NA@agilent.com302-633-8901Genomicsorders@agilent.com512-321-3128Pathologycustomer.service@agilent.com800-566-3256InstrumentsLscainstrumentsales@agilent.com302-633-89531-800-227-9770Option 1

tem	Product/Description	Qty/Unit		Discount Amount	Extended Net Price
			Gross Amount		\$ 173,558.35
			Total Discount		\$ 86,605.63
			Net Amount	:	\$ 86,952.72
			Shipping & Han	dling :	\$ 2,608.57
			Total	:	\$ 89,561.29





Quote No.	Create Date		Delivery Tim	e Page
	04/26/2024		7 Weeks	6 of 7
Contact		Phone no.		Valid to
				05/31/2024

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

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

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

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

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

To place an order, the following information is required:

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

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to www.agilent.com/chem/exclusiveoffers TO CHECK THE STATUS OF AN ORDER:

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

TERMS AND CONDITIONS:

This offer is subject to Agilent Technologies' Standard Terms and Conditions of G8X00.

- · Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
- · All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
- Payment Terms: Net 30 days from invoice date, subject to credit approval.
- * Quotation Validity: This quotation is valid for 90 days unless otherwise indicated.
- * Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.

Visit www.agilent.com/chem

- · For Training course information and registration including e-Seminars, select Education.
- · For Literature, Application notes, and other information, select Library.
- · For Online Technical Support including the Technical Support Assistant and Frequently Asked Questions, select <u>Technical Support</u>.

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





Quote No.	Create D	ate	Delivery Tim	e Page
	04/26/20	24	7 Weeks	7 of 7
Contact		Phone	no.	Valid to
				05/31/2024

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

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

The sale of Agilent Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any Supplemental Terms or Occasional Reseller Terms of Sale or other applicable terms referenced herein. The sale of Microplates Products shall be subject to Microplates Terms of Sale and any Supplemental Terms or other applicable terms referenced herein. All of the above "Terms" as applicable. A copy of the Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Ifferent or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Products and Services availability dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.

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

IX. PROPOSAL PREPARATION AND SUBMISSION: A. Specific Requirements

10. Additional Goods and Service - Agilent Financial Services

Access Models - Value Propositions Agilent Financial Solutions



ase Fair	g-term Low
Finance Lease	wnership or long-term se

er monthly payments technology today, but defer the purchase decision Obtain the latest

purchase, extend, or return Upgrade mid-term, or choose to upgrade, at the end of term

New or Certified Pre-Owned instruments

software, and services for equipment, consumables, Turn-key solution: get one reliable monthly access to Agilent payment

"Like-New" instruments that include computer, software, and warranty level service

Short-term access to

Short Term Rental

(US Only)

(US & Canada Only)

Subscription

Market Value Lease

change after the initial 12month term and as your Flexibility to cancel or scientific and business needs change

Available for time periods

of 3-12 months

additional 6 months Renew for up to an Agilent can deploy New or Certified Pre-Owned

Standard lease terms 1-5 years

instruments

Bundling instruments, software, consumables, and/or services into a single payment is possible

Learn more here: Agilent Financial Solutions | Agilent



.: Agilent

Agilent Financial Solutions May 15, 2024

Agilent-Confidential

Agilent Financial Solutions

Many customers choose our Access Models because...

	Finance Lease (Pay-to-Own)	FMV Lease (Pay-for-Use)	Instrument Subscriptions	Short Term Rental
Best for Customers Who Want/Want To:	Own or plan for long-term use Conserve capital budget/lines of credit Maintain fixed monthly payments	Extended term use of the instrument, but want to defer the purchase decision Align instrumentation & maintenance costs Manage upfront costs & still have end of term options	Acquire instrumentation needed to launch a business or support additional projects Maximize funding and reduce purchase costs Flexibility to add, change, or return instruments more frequently	 Support project or proof-of-concept work Manage sample backlogs or volume with short-term instrument redundancy Mitigate budget/purchase restrictions
Advantages:	 Easy to purchase new technology through flexible payment options Spread purchase cost over time Potential tax advantages Bundling of instruments, software, consumables, and/or services is possible 	Coterminous instrument & service costs enable technology refreshes End of term options (upgrade, purchase, extend, or return) Bundling of instruments, software, consumables, and/or services is possible	 Subscription can be changed or canceled after the initial 12 months (60-day notice required) Provides access to Agilent Customer Success Manager Shipping, installation, and deinstallation are included and coordinated by Agilent Turn-key, bundled solution 	Short-term access to Agilent instruments (3/6/9/12 months) "Like-New" instruments, including computer, software, and warranty level service

^{*} Agilent/AFS does not provide legal, tax or accounting advice. Customer must obtain & rely on such advice from its own accountants, auditors, attorneys or other professional advisors to determine individual qualification.





Our path to reducing greenhouse gas emissions.

Driving sustainability since day one.

Since Agilent's founding over two decades ago, we have consistently addressed sustainability issues and reported on our progress. We are now expanding those efforts by committing to net-zero greenhouse gas emissions with interim targets aligned with the Paris Agreement.

How our strategy has evolved.

Our net-zero commitment includes the products we make, how we work with customers and suppliers, how we manage our internal operations, and being accountable for achieving our goals. In short, it includes everything we do.

We're investing more in renewable energy in our sites and facilities, moving our car fleets from gas to electric, and reducing business travel. We're also exploring moving more freight via sea or even rail, and engaging with our supply chain to identify which suppliers have the largest carbon footprint, working with those suppliers to reduce emissions, and factoring carbon footprint into supplier selection decisions.

Companies seeking to reduce emissions should align and measure their efforts in three distinct areas, known as "scopes" of activities. To the right we list our scopes and the areas they impact.

Goals	Scope	Focus Area
Reduce 50%	Scope 1 Direct emissions from Agilentowned or controlled sources.	Site Operations Including fuel combustion on site such as gas boilers, fleet vehicles and air- conditioning leaks.
by 2030	Scope 2 Indirect emissions from electricity purchased or used by Agilent.	Site Energy Consumption
Reduce 30% by 2030		Car Fleet
		Site Waste
		Business Travel
	Scope 3 Indirect emissions from our value chain, occuring from sources we do not own or control. These are the greatest share of our carbon footprint.	Employee Commuting
		Sold Products/End-of-life Treatment
		Leased Offices
		Logistics
		Purchased Goods & Services
		Capital Goods
	We will achieve net-zero e	missions by 2050.



Our recent progress.

Since 2014, we've reduced carbon dioxide emissions 22% per square foot, even as our operations have grown.



We achieved this by:

- Introducing solar energy, generating over 6.7 MWh of renewable energy and offsetting nearly 3,000 metric tons of carbon dioxide emissions each year. This includes installing solar arrays in large sites in the United States, Australia and Singapore. In addition, we recently built a solar photovoltaic power station on the roof of our manufacturing facility in Shanghai, China. By 2022, we expect this project to reduce emissions of over 245 metric tons of carbon dioxide per year.
- Reducing kilowatt hours 7% (per square foot) and energy consumption 12% (per dollar of annual revenue) by installing more efficient lighting and system controls.

Through our Design for the Environment initiative, we've created award-winning products that use less energy, water and space.



Examples include:

- The <u>Intuvo 9000 gas chromatograph</u>, which uses less than half the electrical power of a conventional GC.
- The <u>4210 MP-AES atomic emission spectrometer</u>, which runs on air instead of combustible gases.

Additionally, we're among the first companies in our class to be independently audited for the environmental impact of our gas and liquid chromatographs. And we're working with an independent nonprofit called My Green Lab to have Agilent instruments independently audited for the organization's Accountability, Consistency, and Transparency (ACT) label, which provides customers information about the environmental impact of lab products.



In a 2020 pilot project, we worked with five suppliers and reduced carbon dioxide emissions by:

1,307 Metric Tons

= 10 Metric Tons

That's the equivalent of planting 6,284 trees.

To switch from rapid product delivery via air to monthly shipments by ocean requires thinking big—specifically, reinventing how we manage global inventory. That test project has now expanded to include more than 20 suppliers and transit from our factories to our logistic centers, Our learnings from this initiative continue to inform strategies that reduce emissions while ensuring products are delivered safely and efficiently.



Accelerating our commitment.

See how our commitment has evolved over 20 yearsfrom our first sustainability report to our net-zero emissions goals.

2000

Submitted our first sustainability report on energy, waste, water and CO2 emissions – a tradition we've upheld every year since our founding.

2004

Adopted the Global Reporting Initiative (GRI) guidelines, reduced energy usage by 6.3% year over year, and made significant progress toward tracking and eliminating hazardous materials from our products.

2008

Expanded our reliance on solar power, generating over 1MW of clean, renewable energy and continued to reduce our energy usage.

2016

Established a global, cross-functional Sustainability Council to increase sustainability focus, participation and communication.

2020

Adopted <u>Sustainability Accounting Standards Board</u> (SASB) recommendations in our GRI report, which cover environmental, social and governance metrics.

Published results of our second Materiality Assessment, based on learnings from internal and external stakeholders as well as data from Dow Jones Sustainability Index, CDP and green energy surveys.

2021

Adopting the <u>Task Force on Climate-related Financial Disclosures</u> (TCFD) recommendations for disclosing climate-related risks alongside our SASB and GRI reporting.

Working toward <u>Science Based Targets Initiative</u> (SBTi) accreditation to ensure our targets remain aligned with the actions needed to limit warming to 1.5°C above pre-industrial levels.

Recognition & Contributions Others have taken notice.



Consecutive years of being named one of the Global 100 Most Sustainable Corporations in the world



Consecutive years of being ranked in the top 3 of Barron's 100 Most Sustainable Companies



Named a "Transformative Level" partner supporting My Green Lab's Certification Program, which is recognized by the UN for its potential to reduce emissions.

For more information on Agilent's net-zero commitment, please visit the <u>Agilent website</u>.



Regulatory compliance

Safety IEC 61010-1:2001 / EN 61010-1:2001,

CAN/CSA C22.2 No.61010-1-04, UL No.61010-1

IEC 61010-2-061:2005,

CAN/CSA C22.2 No.61010-2-061-04

IEC 61010-2-081:2001+A1 (2003), CAN/CSA

C22.2 No.61010-2-081-04

EMC IEC 61326-1:2005 / EN 61326-1:2006,

ICES-001:2006, AS/NZS CISPR 11: 2011

IS0 Manufactured at an ISO 9001 and ISO 14001

certified facility

Note: Refer to publication 5991-3780EN for 7900 ICP-MS

Standard mainframe configuration

Nebulizer (concentric) MicroMist

(borosilicate glass)

Spray chamber (Scott double-pass) Quartz

Torch (with ShieldTorch System) Quartz, 2.5 mm ID

injector

Ultra High Matrix Introduction (UHMI) Option

Interface cones Ni Plasma Mass Flow Controllers (Ar) 4 Option

Option gas line for alternative carrier or make-up gases such as 20% O₂/Ar

for organics, or He for laser He (collision) cell gas line

Included Option

H, (reaction) cell gas line 3rd cell gas line (low- or high-flow rate options)

Option

Specifications with option 200 (semiconductor configuration).

www.agilent.com

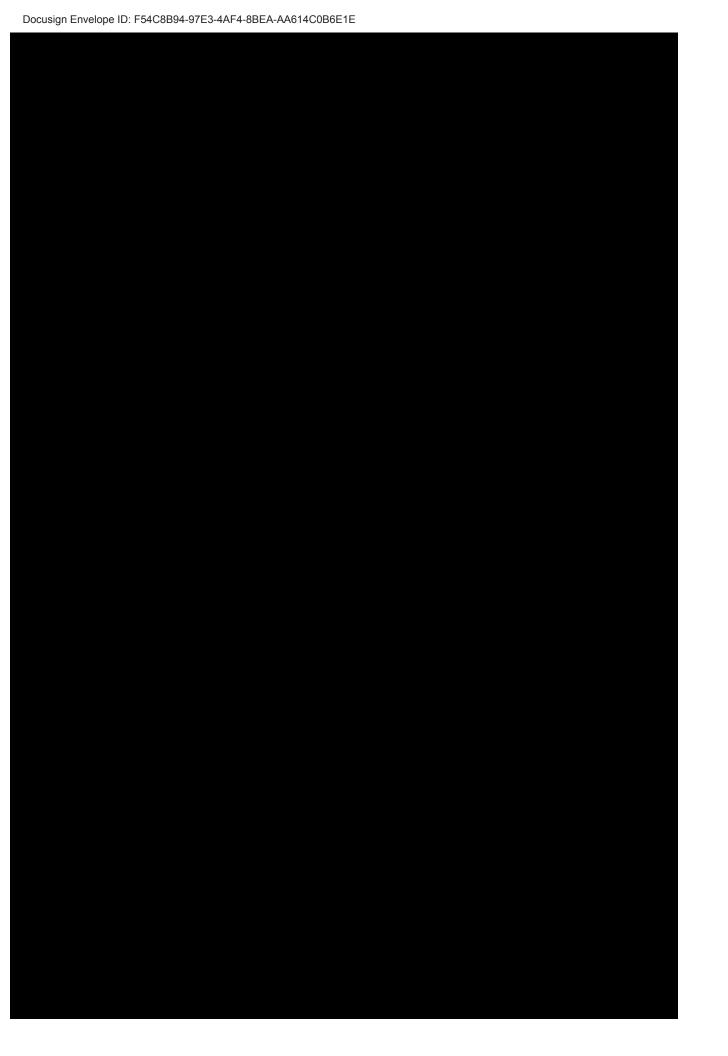
Agilent shall not be liable for errors contained herein or for incidental or consequential damages in connection with the furnishing, performance or use of this material.

Information, descriptions, and specifications in this publication are subject to change without notice.

© Agilent Technologies, Inc. 2014 Published January 6, 2014 Publication number: 5991-3779EN



Agilent Memorandum of Insurance





Negotiations Summary

1. <u>Virginia Tech question:</u> If awarded a contract, do you acknowledge and agree that the PAC agreement included in the RFP as Attachment C shall be included as part of the contract?

<u>Agilent response:</u> Agilent agrees, only if the 'third party access' is limited to Academic institutions- colleges and universities, research institutes and state and local government facilities. 'Third Party Access' may not include private or public corporations.

 Virginia Tech question: As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts' portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

Agilent response: No.

3. <u>Virginia Tech question:</u> Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit.

<u>Agilent response:</u> Not other than the ones that were provided in the original response.

4. <u>Virginia Tech question:</u> Do you agree to provide invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

<u>Agilent response:</u> Agilent's normal process is to transmit the invoice upon shipment and it is due NET30 after the shipment.

5. <u>Virginia Tech question:</u> Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

Agilent response: Yes, Agilent agrees.

6. <u>Virginia Tech question:</u> Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?

Agilent response: Yes, Agilent agrees.

7. **Virginia Tech question:** Do you agree that the initial contract period shall be two years?

Agilent response: Yes, Agilent agrees.

8. <u>Virginia Tech question:</u> Upon completion of the initial contract period, do you agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) two-year periods?

Agilent response: Yes, Agilent agrees.

9. <u>Virginia Tech question:</u> If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

<u>Agilent response:</u> No, Agilent does not agree. The CPI measures the price of goods and services purchased by urban households and does not specifically include laboratory research grade instrumentation.

10. **Virginia Tech question:** If awarded a contract, are you willing to hold prices firm for the initial contract period of 2-years?

<u>Agilent response:</u> Agilent will only hold prices for one (1) year periods. Agilent will do its best hold prices longer on a case-by-case basis.

11. **Virginia Tech question:** Please provide your best and final schedule of prices for all services offered.

<u>Agilent response:</u> Please see updated price list entitled Agilent Price List 2024 and discount schedule:

discount so		
	Product Line	
Discount (%)	(PL)	Description
	AJ	ICP/MS systems and related Products
	AZ	Gas Chromatography Systems and related Products
	BZ	Gas Chromatography/Mass Spectroscopy Systems and related Products
28%	89	LC Mass Spectrometers
	29	Liquid Phase Separation Products
	MA	Molecular Spectroscopy
	9F	AA/OES
	LI	Laboratory Informatics (excluding software services and support products)
	RM	Raman Spectroscopy (excluding Resolve and Insight instruments)
	9P	Sample preparation products (excluding Bulk synthesis and purification resins)
20% 74 58 JW GS	ВС	LC Columns (excluding Bulk chromatography resins)
	74	Support Products (included as a Product option at the time of Product purchase)
	58	Generic Supplies
	JW	GC Columns
	GS	Genomics Systems
	SR	BioReagents
15%	AA	Proprietary Instrument Parts
15%	XB	BioTek Products
	V1	Automation -automation instruments and systems (excluding RapidFire product
10%	GE	Genomics Products (excluding Cartagenia products)
	PT	Pathology Products (excluding PL PT Digital Pathology products)
	XA	ACEA Products
	XF	Seahorse Products
3%	UF	Microfluidics
	AT	Parallel CE Systems

12. <u>Virginia Tech question:</u> Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

Agilent response: Yes.

13. <u>Virginia Tech question:</u> Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Agilent response: Yes.

14. **Virginia Tech question:** Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

Agilent response: Yes.

15. <u>Virginia Tech question:</u> Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 952642405 shall govern the contract if a contract is awarded to your company?

Agilent response: Yes, but Agilent would like to state the following exceptions:

- Section 24 NONVISUAL ACCESS TO TECHNOLOGY
 - Our products are not classified as Information Technology, we take exception to it on that basis.
- 16. <u>Virginia Tech question:</u> Please identify the person (name, phone number, email address, etc.) in your company that will serve as liaison for a) e-commerce, b) accounts receivable, c) emergency orders.

Agilent response:

a. Lisa Vallett

lisa.vallett@agilent.com

- b. usar agilent@agilent.com
- c. Lscainstrumentsales@agilent.com
- 17. <u>Virginia Tech question:</u> Are there any additional financial or value-added incentives you would like to offer at this time?

<u>Agilent response:</u> For academic accounts, Agilent has several programs for Research Support and New Professors, and these were outlined in the original proposal. We would also like to point out we are able to provide monthly payment plans for instrumentation.