



The City of
OKLAHOMA CITY

POLICE DEPARTMENT

Wade Gourley

Chief of Police

MEMORANDUM

TO: Sharmanlyne Vickers, Purchasing Agent
Procurement Services Division, Finance Department

FROM: Ron C. Bacy, Chief of Police *RB*
Oklahoma City Police Department

DATE: January 2, 2025

SUBJECT: Sole Source – Life Technologies

The DNA unit operates with reliance on several pieces of high-end critical instrumentation provided by Life Technologies: 7500 real time PCR instrument, Veriti & Proflex Thermal Cylinders and two 3500 Genetic Analyzer robots. These instruments are considerable workhorses to obtaining DNA results. The associated consumables include and are not limited to STR Kits (GlobalFiler, Global Filer Express and YFiler Plus PCR Amplification KIT). Quantification kits (QuantiFiler Trio Quantification Kit) DNA Extraction kits (PrepFilerexpress DNA Extraction Kit), CE reagents and related consumables. Both instruments and reagents are sold direct and are available exclusively from Thermo Fisher.

As the manufacturer, Life Technologies is the only vendor that can provide the supplies and instrument calibration maintenance services for the 7500 real time PCR instrument and two 3500 Genetic Analyzer robots. I recommend renewal of the sole source contract by them as a technically capable vendor of offering these products.

Estimated Amount: \$175,000

Funding:

Police Sales Tax-RSTR - Police Investigations Support - Other Services and Charges - Budget-Materials and Supplies - Police DNA Lab
(1201-4200732-52890001-53890022-11053)



5781 Van Allen Way
Mail Stop: PLE C-1
Carlsbad, CA 92008 USA
T 800.955.6288 F 925.426.2051
www.thermofisher.com

1.8.24

OK City Police
701 Colcord Dr
OKLAHOMA CITY OK 73102

RE: Sole Source Statement – **Quote # 40685430**

To Whom It May Concern,

Capability and Sole Source Statement for Services related to the 7500 Real Time PCR System, 3500 Genetic Analyzers, Veriti Thermal Cycler, QuantStudio 5, 0.2mL Block and Proflex 96-WELL SAMPLE BLOCKS (please see page attached for relevant serial numbers).

This is to certify that Life Technologies (Original Equipment Manufacturer), a part of Thermo Fisher Scientific, is the only organization that provides services related for maintenance and repair of the **7500 Real Time PCR System, 3500 Genetic Analyzers, Veriti Thermal Cycler, QuantStudio 5, 0.2mL Block and Proflex 96-WELL SAMPLE BLOCKS** in accordance with the criteria specified in the attached "Services and Support advantages" letter. Only Thermo Fisher Scientific's personnel possess the requisite product knowledge and specialized training to provide such services.

Thermo Fisher Scientific is the sole manufacturer of the instruments listed in the attached quotation and has not issued a letter of assurance nor provided a manufacturer's training certification to any third party (or its employees, subcontractors, or agents) for the servicing of its manufactured instruments.

Thermo Fisher Scientific maintains intellectual property right to its data collection software and service tool software. Third-party resellers and service providers are strictly prohibited and unauthorized to access, use, or sell this software. Doing so strictly violates our intellectual property rights.

For service contract questions, please contact Service Sales Representative, Bianca Quider, at (619) 348-7800.

Sincerely,

Jennilyn Jeziorowski

Jennilyn Jeziorowski
Service Sales Administrator
North American Service Operations

Instrument Serial Numbers:

7500 Real Time PCR System (275002304)

3500 Genetic Analyzer (24164-021)

3500 Genetic Analyzer (24151-011)

Veriti Thermal Cycler (2990230847)

PROFLEX 96-WELL SAMPLE BLOCK (2978104726,2978021050115)

QUANTSTUDIO 5, 0.2ML BLOCK (272527661)

PROFLEX 96-WELL SAMPLE BLOCK (2978105621,2978022060279)



Web Quotation

Date: 2-Jan-2025
Customer name: Ruddock Campbell
Email address: campbell.ruddock@okc.gov
Cart name: W-26974828
Cart ID: 26974828
Account-specific quote is not applicable to this cart.

Make payment to:
Make payment to:
Life Technologies Corporation
5781 Van Allen Way Carlsbad,
CA 92008
Contact us:
www.thermofisher.com/
ordersupport
DUNS: 18 215 8873 | UEI
Number: EB8QTC6575E7 |
TIN: 330373077

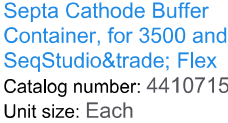


Shipping Address

Account number: 68592209
Company or institution: OKLAHOMA CITY POLICE
DEPT
Address: 616 COLCORD DR
OKLAHOMA CITY OK
73102
United States
Attention to:
Building & room number: STE 220
Lab or department: DNA LAB

Billing Address

Account number: 68594072
Company or institution: CITY OF OKLAHOMA
CITY
Address: 100 N WALKER AVE
OKLAHOMA CITY OK
73102
United States
Attention to:
Building & room number: STE 200
Lab or department: POLICE ACCOUNTS
PAYABLE








Products



| Line number | Items | Quantity | Price(USD)* |
|-------------|---|----------|--|
| 1 |  Septa Cathode Buffer Container, for 3500 and SeqStudio™ Flex Catalog number: 4410715 Unit size: Each | 1 | 534.07 Account price 584.00 Price 534.07 Total price Save: 49.93 (9%) |
| 2 |  DS-33 Matrix Standard Kit (Dye Set G5) Catalog number: 4345833 Unit size: Each | 1 | 247.00 Price 247.00 Total price |
| 3 |  MicroAmp™ Optical Adhesive Film, 100 covers Catalog number: 4311971 Unit size: Each | 1 | 283.25 Account price 336.00 Price 283.25 Total price Save: 52.75 (16%) |

Web quote summary

| | |
|------------------------------|---------------------|
| Product price- 13 Item(s) | 7,646.71 |
| Total savings | 486.46 |
| Subtotal | 7,160.25 |
| Shipping and Misc | |
| Dry/Wet ice charge | 27.50 |
| Catalog freight charge | 121.00 |
| Total price | USD 7,308.75 |

Add to cart

| | | | | |
|----|---|--|---|---|
| 4 |  | Septa for 96-Well Plates, for 3500/SeqStudio™ Flex Catalog number: 4412614 Unit size: Each | 1 | 534.13 Account price 584.00 Price 534.13 Total price Save: 49.87 (9%) |
| 5 |  | MicroAmp™ Optical 96-Well Reaction Plate, 10 Plates Catalog number: N8010560 Unit size: Each | 1 | 76.86 Account price 85.50 Price 76.86 Total price Save: 8.64 (10%) |
| 6 | | Conditioning Reagent, for 3500/SeqStudio™ Flex Catalog number: 4393718 Unit size: Each | 1 | 40.96 Account price 45.21 Price 40.96 Total price Save: 4.25 (9%) |
| 7 |  | Hi-Di™ Formamide, 4x 5 mL Catalog number: 4440753 Unit size: Each | 1 | 93.72 Account price 102.00 Price 93.72 Total price Save: 8.28 (8%) |
| 8 |  | 3500 Genetic Analyzer 8-Capillary Array, 36 cm Catalog number: 4404683 Unit size: Each | 1 | 2,125.00 Price 2,125.00 Total price |
| 9 |  | Cathode Buffer Container (CBC), for 3500/SeqStudio™ Flex Catalog number: 4408256 Unit size: Each | 1 | 216.48 Account price 237.00 Price 216.48 Total price Save: 20.52 (9%) |
| 10 |  | Anode Buffer Container (ABC), for 3500/SeqStudio™ Flex Catalog number: 4393927 Unit size: Each | 1 | 161.25 Account price 178.00 Price 161.25 Total price Save: 16.75 (9%) |
| 11 |  | PCR Tubes & Caps, RNase-free, 0.2 mL (8-strip format) Catalog number: AM12230 Unit size: Each | 1 | 257.00 Price 257.00 Total price |

| | | | | |
|----|---|--|---|---|
| 12 |  | POP-4®; Polymer, for 3500/SeqStudio®; Flex, 384 Samples Catalog number: 4393715 Unit size: 384 samples | 1 | 273.82 Account price 301.00 Price 273.82 Total price Save: 27.18 (9%) |
| 13 |  | Quantifiler®; Trio DNA Quantification Kit Catalog number: 4482910 Unit size: Each | 1 | 2,316.71 Account price 2,565.00 Price 2,316.71 Total price Save: 248.29 (10%) |

This quotation, and our GENERAL TERMS AND CONDITIONS OF SALE (which are incorporated by reference into this quotation and any resulting contract) set out the terms on which we offer sell the product(s) or service(s) listed in this quotation. Our General Terms and Conditions of Sale can be found at <http://www.thermofisher.com/termsandconditions>.

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

Prices are subject to current list prices, or are valid for the time period specified in any quote agreement between the Customer and the Company.

USA Government Customers can find their Company Contracts Manager [here](#)

*The Manufacturer's Suggested Price is referred to as Price. Quote agreement pricing is referred to as Account price. The online price (web channel price) and Special offer pricing are applicable only to orders placed through the website, www.thermofisher.com, and do not include Supply Center orders.



January 1, 2025

Please accept this letter to document that Applied Biosystems, a premier brand of Thermo Fisher, is the sole manufacturer and distributor of ABI models 310, 3130, 3130XL, 3500, 3500XL, 7500, 9700 and ProFlex instrument systems. These products and associated consumables include and are not limited to STR Kits (GlobalFiler, GlobalFiler Express and YFiler Plus PCR Amplification Kit), Quantification kits (QuantiFiler Trio Quantification Kit), DNA extraction kits (PrepFiler Express DNA Extraction Kit), CE reagents and related consumables. Both instruments and reagents are sold direct and are available exclusively from Thermo Fisher.

Applied Biosystems has performed developmental validation experiments in accordance with metrics associated with the QAS (Quality Assurance Standards) for Forensic Testing and guidelines from National DNA Index System. Applied Biosystems has validated the instrument-reagent system for use in Human Identification testing for databasing, casework, and paternity applications.

The ABI Genetic Analyzers are the only capillary electrophoresis instruments that are fully validated for the purpose of Human Identification. Thermo Fisher is the exclusive distributor of AmpFISTR kits as mentioned above as well as all reagents, software, capillaries, and related consumables used in conjunction with these instruments. Currently, the ABI Genetic Analyzers are the only capillary electrophoresis instrument that has been certified for forensic casework use by SWGDAM.

Additional documentation describing the ABI Genetic Analyzers and supporting reagents can be found in our user manuals, and are available upon request.

Furthermore, as per the Thermo Fisher Instrument Service Terms and Conditions section 8.3, service plans do not cover replacement of parts or repairs needed for defects or damage resulting from use of incompatible solvents (i.e. non Thermo reagents) in conjunction with any Applied Biosystems manufactured equipment. Corresponding information can be found within the Instrument Services Terms and Conditions document.

Applied Biosystems does not have authorized distributors in the United States.

The GlobalFiler® Kits are developed and manufactured by Life Technologies Corporation. We test each lot of kits to ensure that the kits perform according to specifications.

If further information is needed, please feel free to contact me at your convenience.

Regards,

Jason Garner
Account Manager
Human Identification|Forensics
Life Sciences Solutions

ThermoFisher Scientific
180 Oyster Point Blvd.
South San Francisco, CA 94080
Mobile: 210.330.9463
Jason.garner@thermofisher.com

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
North American Sales and Service
Attn: Service Contract Administration
Mailstop: PLE C-1
5781 Van Allen Way
Carlsbad, CA 92008
Tel: 1-800-955-6288, option 3,3
Email: service.sales@thermofisher.com

TO Campbell Ruddock
OK City Police
701 Colcord Dr
OKLAHOMA CITY OK 73102

QUOTE NO. 40727645
ORIGINAL QUOTATION DATE 09/02/2024
REVISION DATE 11/11/2024
EFFECTIVE 03/15/2025 TO 03/14/2026
PAGE 1 OF 6
QUOTE VALID TO 03/14/2025

TELEPHONE: (405) 316-4350
FAX:
YOUR REFERENCE:

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE USD |
|----------|------|--|----------------------------|------------------|-----------------------|
| 0010 | 1 | 7500 Real Time PCR System Begin Date: 03/15/2025 End Date: 03/14/2026 | (275002304) | AB Assurance 1PM | \$ 9,279.96 |
| 0020 | 1 | 3500 Genetic Analyzer Begin Date: 03/15/2025 End Date: 03/14/2026 | (24164-021) | AB Assurance 1PM | \$ 13,899.96 |
| 0030 | 1 | 3500 Genetic Analyzer Begin Date: 03/15/2025 End Date: 03/14/2026 | (24151-011) | AB Assurance 1PM | \$ 13,899.96 |
| 0040 | 1 | Veriti Thermal Cycler Begin Date: 03/15/2025 End Date: 03/14/2026 | (2990230847) | RC Site MDTV PM | \$ 3,155.04 |
| 0050 | 1 | PROFLEX 96-WELL SAMPLE BLOCK Begin Date: 03/15/2025 End Date: 03/14/2026 | (2978104726,2978021050115) | AB RC Support | \$ 1,334.04 |

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.

NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY CUSTOMER

Signature of authorized person

Please print name and title

Date

Bianca Quider

Service Sales Representative

Maestro User

Prepared by

11/11/2024

Date

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

**SERVICE AGREEMENT
QUOTATION**

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North American Sales and Service
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5781 Van Allen Way
Carlsbad, CA 92008
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Email: service.sales@thermofisher.com

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| 0052 | 1 | PROFLEX 96-WELL SAMPLE BLOCK Begin Date: 03/15/2025 End Date: 03/14/2026 | (2978104726,2978021050115) | MDTV/MDTM Service | \$ 914.04 |
| 0060 | 1 | QUANTSTUDIO 5, 0.2ML BLOCK Begin Date: 03/15/2025 End Date: 03/14/2026 | (272527661) | AB Assurance 1PM | \$ 7,530.00 |
| 0070 | 1 | PROFLEX 96-WELL SAMPLE BLOCK Begin Date: 03/15/2025 End Date: 03/14/2026 | (2978105621,2978022060279) | AB RC Support MDTV/MDTM Service | \$ 2,248.08 |
| Total net price: | | | | | \$ 52,261.08 |

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|---|------|--|---------------|----------|-----------------------|
| <p>Contract Notes:</p> <p>Your current agreement will expire on 03/14/2025.</p> <p>Previous purchase order no. OCITY-0000160994.</p> <p>*****</p> <p>Quoted price is valid only if the purchase order is received on or before the quotation valid-to date.</p> <p>*****</p> <p>Lock in today's service contract price for 2 or more years, if applicable.</p> <p>*****</p> <p>To expedite your order, the signed service agreement and purchase order may be emailed to service.sales@lifetech.com.</p> <p>Please issue the purchase order to Life Technologies and include the following:</p> <p>-Quotation number -Billing address -Instrument(s) location</p> <p>-Payment is due 30 days from invoice date. -Applicable taxes are extra. -Billing Frequency for multiyear agreements is upfront in full, or annual in advance</p> <p>NOTE: If you submit PO's through a B2B system, please include this Quote # in the comments section to ensure proper processing.</p> <p>*****</p> <p>Please contact your Service Sales Representative for more information. Bianca Quider Direct: 619-348-7800 email: bianca.quider@thermofisher.com</p> <p>*****</p> | | | | | |

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|----------|------|--|---------------|----------|-----------------------|

Terms of Life Technologies Service Plans North America

The Life Service Agreement Terms and Conditions set forth below after the Plan description(s) are incorporated into and are an integral part of each Service Plan, and are agreed to by you as part of any Service Plan ordered.

AB Assurance Plan

- Parts, labor and travel for remedial repair.
- No charge for planned maintenance visits. The number of planned maintenance visits is indicated in LT's quotation (A).
The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period.
Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
- Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and Zone 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (See footnote (B) for call time cut off, other details, and terms and conditions).
- Target response time of 3 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 3 business days from receipt of a service call.
- Priority telephone and email access to instrument technical support.
- Telephone and email access to application technical support.
- Remote Monitoring and Dx Service, which provides for notification to customer of instrument failures or errors that are reported by AB's Remote Monitoring software.

Important Notes and Footnotes

It is customer's responsibility to provide access to LT so LT may complete service, planned maintenance, Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) Planned maintenance visits are intended to minimize the need for service calls. LT may perform more than the number of planned maintenance visits indicated in LT's quotation, at LT's discretion. Customer will not be charged for any planned maintenance visits made during the plan period, except for visits that are in addition to the number indicated in LT's quotation that are requested by customer.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (e-mail notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within one business day for the LT Complete Plan and LT Uptime Plan and two business days for the LT Assurance Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd Pleasanton, CA 94566 (e-mail: Service.Sales@LifeTech.com).

AB Repair Center On-Site Planned Maintenance Plan with MDTV

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
North American Sales and Service
Attn: Service Contract Administration
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5781 Van Allen Way
Carlsbad, CA 92008
Tel: 1-800-955-6288, option 3,3
Email: service.sales@thermofisher.com

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|----------|------|--|---------------|----------|-----------------------|
|----------|------|--|---------------|----------|-----------------------|

Inclusions

1. Planned Maintenance. Planned maintenance services (PM) will be performed with Multiplex Dynamic Temperature Verification (MDTV) tool at the location of the instrument
No charge for planned maintenance visits. The number of planned maintenance visits is indicated in LT's quotation (A).
The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period.
Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
2. Technical Support. Telephone access to instrument technical support.
3. Temperature Recalibration. LT will test and verify the temperature accuracy of the instrument and, if it is determined by LT to be out of LT's temperature accuracy specifications, LT will recalibrate the instrument's thermo block control. If repairs are necessary to recalibrate the thermal cycler, LT, if requested by Customer, will perform the necessary repairs on a time and material basis at LT's then current rate. If Customer opts not to authorize such repair, LT will return the thermal cycler to the Customer without further obligation to complete the PM. LT will not charge the Customer with the cost of the PM but LT will charge Customer and Customer agrees to pay a minimum charge of 2 hours of labor.
4. Certification Performance Test Series. LT will test and verify that the thermal cycler's heating and cooling rates, average cycle time and cycle time standard deviation, and thermal non-uniformity are within LT's published specifications. If the thermal cycler does not pass LT's published specifications, LT, if requested by Customer, will perform the necessary repairs on a time and material basis at LT's then current rate.
5. Firmware upgrade. The thermal cycler will be upgraded with the latest version of firmware, unless the customer directs LT in writing not to perform the upgrade.

Exclusions

This plan does not cover repairs.

Important Notes

No services at Customer's site are included.

Planned maintenance services are intended to minimize the need for service calls. LT may make more than the number of planned maintenance services indicated on LT's quotation, at LT's discretion. Customer will not be charged for any planned maintenance services made during the plan period, except for planned maintenance services that are in addition to the number indicated in LT's quotation that are requested by customer. There are no refunds or credits given for PMs not used.

AB Repair Center Support Service Plan

Inclusions

1. Repairs. In the event Customer's instrument requires repairs, Customer will send Customer's instrument covered by this plan to an LT Repair Center (LTRC). Cost of parts and labor for remedial repair is included. LT will use reasonable efforts to perform the repair and ship the Customer's instrument back to the Customer within 15 business days from the date of receipt of such instrument at a receiving centre designated by LT or within a reasonable time thereafter.
2. Temperature Recalibration. LT will test and verify the temperature accuracy of the instrument and, if it is determined by LT to be out of LT's temperature accuracy specifications, LT will recalibrate the instrument's thermo block control.
3. Certification Performance Test Series. LT will test and verify that the instrument's heating and cooling rates, average cycle time standard deviation, and thermal non-uniformity are within LT's published specifications.
4. Firmware upgrade. The instrument will be upgraded with the latest version of firmware, unless the customer directs LT in writing not to perform the upgrade.
5. Costs of shipping of both replacement and original instruments will be borne by LT.
6. Technical Support. Telephone access to instrument technical support.

Exclusion

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|---|------|--|---------------|----------|-----------------------|
| Planned maintenance service. | | | | | |
| To reduce the number of pages, we are directing you to Life's Instrument Services Terms and Conditions on our website. Please read the important statement below carefully. | | | | | |
| <p>This quotation, and Life's INSTRUMENT SERVICES TERMS and CONDITIONS (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life is offering to sell the service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life's Instrument Services Terms and Conditions to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life, and that the purchase and sale transaction between you and Life is subject to and will be governed by this quotation and Life's Instrument Services Terms and Conditions.</p> <p>Life's Instrument Services Terms and Conditions can be found on Life's website at http://www.lifetechnologies.com/termsandconditions under the "terms and conditions" link at the bottom of Life's webpage.</p> <p>If you have any questions, please visit our website at www.lifetechnologies.com.</p> | | | | | |