



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

Request for Quotation

RFQ NUMBER
LBS70421

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**ROBERTA WAGNER
 304-558-0067**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Janette J. Stockert
 Bio-Rad Laboratories, Inc
 6565 185th Ave NE
 Redmond, WA 98052

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/23/2006	Net 30 from date of invoice	Best way	Destination	

BID OPENING DATE: **06/22/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION OPEN-END BLANKET ORDER THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR DHHR, OFFICE OF LABORATORY SERVICES TO PROVIDE REAGENTS TO PERFORM HEMOGLOBINAPATHY SCREENING FOR DETECTION OF HEMOGLOBINS (HBS) A, F, S, C, E AND D, FROM NEONATAL DRIED BLOOD SPOT SPECIMENS PER THE ATTACHED SPECIFICATIONS. SELECTED VENDOR MUST PROVIDE AN AUTOMATED PROCESSING SYSTEM AT NO ADDITIONAL CHARGE FOR USE WITH THE REQUESTED REAGENTS. THIS SYSTEM INCLUDES A COMPUTER, MONITOR, PRINTER, ETC. WHICH WILL BE RETAINED AND MAINTAINED BY THE VENDOR BUT MUST HAVE CAPABILITY OF INTERFACING WITH THE LIMS (LABORATORY INFORMATION MANAGEMENT SYSTEM). PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1. LBS70421 SPECIFICATIONS 2. AFFIDAVIT						
0001	24	EA		193-12	\$3,000.00/kit	\$72,000.00
SICKLE CELL PROGRAM RECORDER PACK REAGENT KIT BIORAD CATALOGUE #250-3000 OR EQUIVALENT.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janette J. Stockert</i>	TELEPHONE 800-666-8111 x 1761	DATE June 8, 2006
TITLE Bid Coordination Supervisor/	FEIN 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE

Paralegal WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. ~~HIPAA Business Associate Addendum~~ The West Virginia State Government ~~HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>)~~ is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor. * See attachment A

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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0002	1	EA		193-12	no charge	
RETENTION TIME MARKER SET						
BIORAD CATALOGUE #250-3004 OR EQUIVALENT.						
0003	2	EA		193-12	\$15.00/ea	\$30.00
ELUTION BUFFER 1 (2 BOTTLES)						
BIORAD CATALOGUE #250-3001 OR EQUIVALENT						
0004	1	EA		193-12	no charge	
ELUTION BUFFER 2 (1 BOTTLE)						
BIORAD CATALOGUE #250-3002 OR EQUIVALENT						
NOTE: THE ESTIMATED NUMBER OF KITS USED PER YEAR IS BASED ON A KIT PROVIDING 1,000 TESTS PER KIT AND IS FOR BIDDING PURPOSES ONLY. THE CONTRACT SHALL COVER THE QUANTITIES OF TEST KITS ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>. September 1, 2006... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, JUNE 5, 2006. QUESTIONS MAY BE SENT VIA USPA, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE</p>						

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<p>QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

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<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p>						

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<p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND</p>						

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<p>THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Bio-Rad Laboratories, Inc</u></p> <p>DATE: <u>June 8, 2006</u></p> <p>SIGNED: <u><i>Janette J. Stockert</i></u> Janette J. Stockert</p> <p>TITLE: <u>Bid Coordination Supervisor/Paralegal</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH A CONVENIENCE COPY TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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BUYER:-----ROBERTA WAGNER/FILE 22-----						
RFQ. NO.:-----LBS70421-----						
BID OPENING DATE:-----JUNE 22, 2006-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----425-498-1757-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----Janette J. Stockert-----						
***** THIS IS THE END OF RFQ LBS70421 ***** TOTAL:						\$72,030.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE: *Janette J. Stockert* TELEPHONE: 800-666-8111 x 1761 DATE: June 8, 2006

TITLE: Bid Coordination Supervisor/ FEIN: 94-1381833 ADDRESS CHANGES TO BE NOTED ABOVE

Paralegal WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

LBS70421

Hemoglobinopathy Screening System & Reagents

Reagent Specifications & Requirements:

The approximate volume of samples run per year is 24,000 samples. The estimated number of kits used per year is based on a kit providing 1,000 tests per kit and is for bidding purposes only. The contract shall cover the quantities of test kits actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.

1. The reagents must be FDA cleared for use in neonatal screening.
2. The reagents must have a minimum shelf life of 90 days or more beyond date of receipt.
3. All reagents must be BioRad catalogue numbers listed or equivalent.
4. The Bio-Rad Sickle Cell Program Reorder Pack Reagent Kit (Cat # 250-3000) or equivalent reagent test kit must be all inclusive with the following components:

- Retention Time Marker 1 (5 vials)
- Retention Time Marker 2 (5 vials)
- Whole blood primer (10 vials)
- Elution Buffer 1 (2 bottles)
- Elution Buffer 2 (1 bottle)
- Wash Solution (1 bottle)
- Two Cartridges (500 tests each)
- Method file on CD rom to import once per lot

When submitting quote, vendor must provide the number of tests per kit for this item.

OF TESTS PER REORDER PACK REAGENT KIT 1000

Item Description / Name	BioRad Catalogue # or equivalent	Estimated Item Usage Per Year	Cost per Item
Sickle Cell Program Reorder Pack Reagent Kit	250-3000	24	\$3,000.00/kit
Retention Time Marker Set	250-3004	1	no charge
Elution Buffer 1 (2 Bottles)	250-3001	2	\$15.00/ea
Elution Buffer 2 (1 Bottle)	250-3002	1	no charge

Grand Total \$ 72,030.00

LBS70421

Hemoglobinopathy Screening System & Reagents

System to include the following minimum components and specifications at no cost to the Office of Laboratory Services:

1. Method must be designed for analysis of neonatal dried blood spot specimens.
2. Instrumentation must provide automated operation and objective identification of Hemoglobins S, F, A, C, D, and E using High Performance Liquid Chromatography (HPLC), Bio-Rad VARIANT™_{ms} Newborn Screening System (cat # 250-3010) or equivalent.
3. Vendor must supply computer, monitor, printer, software, cables, and communication ports, and any other components necessary for operation. Equipment to be Bio-Rad VARIANT™_{ms} GDM Workstation computer (cat #250-3016) or equivalent. Must meet the following minimum specifications:
 - Windows XP Professional
 - 10/100 Ethernet
 - PCAnywhere or compatible remote host for remote support (if desired). VPN or Dial-up access must be provided for remote support as appropriate.
4. Must have the capability of interfacing with the LIMS (Laboratory Management Information System). Vendor must be willing to assist in transition process to the LIMS System.
 - OLS MIS support will install anti-virus client upon connection to the network.
 - Vendor confidentiality statements and network access documents must be submitted prior to network connection.
 - Limited local administrator rights will be provided to vendor. MIS local support will maintain full administrative access.
5. Must have electronic chromatogram storage and retrieval.
6. Must provide a printed data record.
7. Vendor must provide technical telephone assistance 24 hours a day, ³⁶⁵~~356~~ days a year.
8. If telephone assistance does not resolve the problem within 24 hours (except on weekends), replacement parts or loaner modules shall be provided or on-site representative presence shall be made available.
9. All instrumentation provided by the vendor shall be maintained at vendor's expense during the term of this contract. One annual preventative service visit at the laboratory site shall be provided at no additional charge.

Installation and Training Requirements:

1. Vendor shall install the equipment.
2. Equipment must be installed by September 1, 2006.
3. Vendor must provide a company representative for training, technical service, repairs, maintenance, etc. Subcontracting of these services shall not be acceptable to the State of West Virginia.
4. Training must be provided within 15 days of effective date of contract.

LBS70421

Hemoglobinopathy Screening System & Reagents

Freight and Shipping Requirements:

1. Freight costs for both equipment and reagents are to be F.O.B. Destination.
2. A standing order arrangement of shipping 2 reagent kits the first working day of each month will be arranged. The state reserves the right to order more or less as needed.
3. Additional reagent kits must be shipped no more than 3 days after receiving the order, at vendor's expense.

Life of contract:

This contract becomes effective September 1, 2006 and extends for a period of one (1) year, or until such "reasonable time" thereafter as is necessary to obtain a new contract. At the end of one (1) year, an option is reserved to renew the agreement in accordance with the terms and conditions of the original contract and shall be limited to two (2) on (1) year periods.

Ordering Procedure:

Spending Unit shall issue a written state contract order form (Form Number WV-39) to the vendor for commodities covered by this contract, except when purchases are of a dollar amount which can be made with the WV State Credit Card (P-Card).

A F F I D A V I T**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

*JS**
6-8-06
~~The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies. * See Attachment A~~

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Bio-Rad Laboratories, Inc

Authorized Signature: *Janette J. Stockert*

Janette J. Stockert

Date: June 8, 2006



**Bio-Rad
Laboratories**

*Diagnostics Group
6565 185th Avenue NE
Redmond, Washington 98052
Telephone: (425) 881-8300
Facsimile: (425) 498-1650*

Attachment A

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

Exceptions to
Request for Quotation LBS70421
General Terms and Conditions

14. HIPAA

Delete existing wording and replace with “Contractor acknowledges that the State of West Virginia collects confidential and other personal information concerning its patient’s medical condition, care, and treatment as contemplated in 45 C.F.R. § 164.501 (hereinafter referred to as “Protected Health Information”). Contractor acknowledges that the State of West Virginia has a legal obligation to keep Protected Health Information confidential and that the unauthorized use and/or disclosure of Protected Health Information could irreparably damage the State of West Virginia and/or its patients. Therefore, Contractor and/or Contractor’s employees, agents, sub-contractors or representatives will not and are strictly forbidden from gaining access to Protected Health Information. If Contractor inadvertently receives such information from the State of West Virginia, it will immediately return such information to the State of West Virginia and will not retain any copies thereof. Any employees who view such information agree to return it to the State of West Virginia and not retain any copies thereof.”

Exceptions to
Request for Quotation LBS70421
Affidavit

Confidentiality

Delete existing wording and replace with “Contractor acknowledges that the State of West Virginia collects confidential and other personal information concerning its patient’s medical condition, care, and treatment as contemplated in 45 C.F.R. § 164.501 (hereinafter referred to as “Protected Health Information”). Contractor

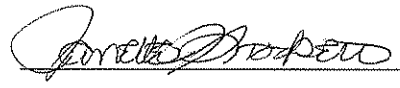
acknowledges that the State of West Virginia has a legal obligation to keep Protected Health Information confidential and that the unauthorized use and/or disclosure of Protected Health Information could irreparably damage the State of West Virginia and/or its patients. Therefore, Contractor and/or Contractor's employees, agents, sub-contractors or representatives will not and are strictly forbidden from gaining access to Protected Health Information. If Contractor inadvertently receives such information from the State of West Virginia, it will immediately return such information to the State of West Virginia and will not retain any copies thereof. Any employees who view such information agree to return it to the State of West Virginia and not retain any copies thereof."

Agreed to and accepted by:

State of West Virginia

Bio-Rad Laboratories, Inc

Authorized Representative


Janette J. Stockert

Title

Bid Coordination Supervisor/Paralegal
Title

Date

June 8, 2006
Date



**Bio-Rad
Laboratories**

Diagnostics Group
6565 185th Avenue NE
Redmond, Washington 98052
Telephone: (425) 881-8300
Facsimile: (425) 498-1650

Date: June 8, 2006

**ATTACHMENT "B"
INSTRUMENTATION AGREEMENT
RFQ Number LBS70421**

USER

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305-0130

SUPPLIER OF INSTRUMENTATION

Bio-Rad Laboratories, Inc.
6565 185th Avenue NE
Redmond, WA 98052
Attention: Janette J. Stockert
Bid Coordination Supervisor

INSTRUMENTATION SUPPLIED

The following equipment is included in the above mentioned bid at no charge:

CATALOG NO.	QTY	DESCRIPTION	LIST PRICE
250-3010	1	Variant NBS System	\$53,000.00

**LOCATION OF INSTRUMENTATION
(IF OTHER THAN ABOVE ADDRESS OF USER)**

Department West Virginia Health and Human Resources
No. & Street BPH – Laboratory Services / 167 11th Ave
City South Charleston
State & Zip WV 25303

TERMS AND CONDITIONS

Bio-Rad Laboratories grants to The State of West Virginia possession of the instrumentation listed above and on any attached schedule, together with any replacements, duplicate parts, repairs, additions, devices, and accessories incorporated therein and/or affixed thereto, hereinafter referred to as the Instrumentation, to be used by The State of West Virginia at the specific location recited above subject to the following terms and conditions.

1. The Instrumentation shall at all times remain the property of Bio-Rad and The State of West Virginia shall have no right or property interest therein but only the right to use the Instrumentation. Bio-Rad shall have the right to display notice of ownership by affixing to the Instrumentation an identifying plate, stencil or other indication of ownership.
2. There will be no charges for the use of the Instrumentation, and this agreement does not require User to purchase supplies or services whatsoever from Bio-Rad for the use of this Instrumentation.

3. The State of West Virginia shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against the Instrumentation by any individual, company, corporation, or other form of business organization with the exception of Bio-Rad or its assigns.
4. The State of West Virginia shall take proper care of the Instrumentation and shall not make any alterations, additions, or improvements to the Instrumentation without the prior written consent of Bio-Rad. The State of West Virginia shall not permit anyone other than a Bio-Rad Representative to service or repair the Instrumentation without the prior written consent of Bio-Rad.
5. Service Coverage
 - 5.1 At no additional cost to User, Bio-Rad will provide telephone assistance 24 hours per day, 365 days per year.
 - 5.2 As part of this Agreement, Bio --Rad or Bio-Rad appointed personnel will provide on-site or depot (returned to Bio-Rad) service, as needed, to keep the Equipment in good working order. On-site or depot service will be provided, at no cost to User, Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding national holidays. On-site extended service coverage (Saturday, Sunday, and/or holidays) is available, but is not included in this Agreement. See Signature Service Agreement Rate Schedule currently effective for "Extended Reagent Rental Service Coverage" charges.
 - 5.3 Bio-Rad will not be required to pay the cost of any damage to the Equipment caused by User's negligence, abuse, or alteration of the Equipment, or by any service performed by unauthorized personnel.
 - 5.4 User agrees that only Bio-Rad appointed personnel are to service the Equipment.
 - 5.5 User agrees to utilize only Bio-Rad approved reagents, calibrators, and disposables on the Equipment.
6. Either party upon giving 60 days written notice to the other party can terminate this agreement at any time. After such termination, Bio-Rad may enter upon The State of West Virginia's premises and without any court order or other process of law, repossess and remove the Instrumentation with or without notice to The State of West Virginia.
7. Transportation charges to (and where applicable from) the place of business of The State of West Virginia for the Instrumentation shall be borne by Bio-Rad.

AGREED TO AND ACCEPTED BY:

The State of West Virginia

Bio-Rad Laboratories, Inc.

Authorized Representative



Janette J. Stockert

Title

Bid Coordination Supervisor

Title

Date

June 8, 2006

Date