



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
LBS70423

PAGE
1

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

*903103316 858-410-8000
 GEN PROBE
 10210 GENETIC CENTER DRIVE
 SAN DIEGO CA 92121

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

DATE PRINTED 05/24/2006	TERMS OF SALE Net 30 Days	SHIP VIA Best Way	F.O.B. Destination	FREIGHT TERMS Prepaid/ChrgBeck
BID OPENING DATE: 06/29/2006		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, THE OFFICE OF LABORATORY SERVICES (OLS), TO PROVIDE TEST KITS FOR SCREENING AND CONFIRMATORY TESTING OF HUMAN SWAB SPECIMENS FOR CHLAMYDIA TRACHOMATIS AND NEISSERIA GONORRHOEAE. SELECTED VENDOR MUST PROVIDE A SEMI-AUTOMATED PROCESSING SYSTEM AT NO ADDITIONAL CHARGE FOR USE WITH THE REQUESTED TESTS. THIS SYSTEM INCLUDES A COMPUTER, MONITOR, PRINTER, ETC. WHICH WILL BE RETAINED AND MAINTAINED BY THE VENDOR BUT MUST HAVE THE CAPABILITY OF INTERFACING WITH THE LIMS (LABORATORY INFORMATION MANAGEMENT SYSTEM). PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1. LBS70423 SPECIFICATIONS 2. AFFIDAVIT						
0001	40	EA		193-12	\$3,530.00 per Kit	\$141,200.00
COMBINATION DIRECT PROBE ASSAY KIT						
GENPROBE PRODUCT #3905B OR EQUAL						
EXTENDED TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-523-5001 ext. 8988	DATE 06/20/2006
TITLE Stephen J. Kondor V.P., Sales & Marketing	FEIN 33-0767987	ADDRESS CHANGES TO BE NOTED ABOVE

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



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0002	60	EA		193-12 CHLAMYDIA TRACHOMATIS PROBE COMPETITION ASSAY KIT GENPROBE PRODUCT #3548 OR EQUAL	\$30.00 per Kit	EXTENDED TOTAL: \$1,800.00
0003	20	EA		193-12 NEISSERIA GONORRHOEAE PROBE COMPETITION ASSAY KIT GENPROBE PRODUCT #3549 OR EQUAL	\$30.00 per Kit	\$600.00
0004	800	EA		193-12 FEMALE COLLECTION KIT GENPROBE PRODUCT #3300 OR EQUAL	\$40.00 per Kit	\$32,000.00
0005	100	EA		193-12 MALE COLLECTION KIT GENPROBE PRODUCT #3275 OR EQUAL	\$40.00 per Kit	\$4,000.00

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Stephen J. Kondor
 Stephen J. Kondor

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0006	42	EA		193-12	\$224.00 per Kit	\$9,408.00
				CHLAMYDIA TRACHOMATIS KIT GENPROBE PRODUCT #1792		
				OR EQUAL		
0007	38	EA		193-12	\$170.00 per Kit	\$6,460.00
				NEISSERIA GONORRHOEAE KIT GENPROBE PRODUCT #1793		
				OR EQUAL		
0008	42	EA		193-12	\$0.00	\$0.00
				DETECTION REAGENT KIT GENPROBE PRODUCT #1791		
				OR EQUAL		
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON THURSDAY, JUNE 8, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE 800-523-5001 ext.8988 DATE 06/20/2006

TITLE V.P., Sales & Marketing FEIN 33-0767987 ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.		
				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.		
				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.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Stephen J. Kondor* Stephen J. Kondor TELEPHONE: 800-523-5001 ext.8988 DATE: 06/20/2006
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<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> <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>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 THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH</p>						

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<p>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> <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>						

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<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;</p> <p>OR</p> <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</p>						

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<p>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 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: Gen-Probe</p> <p>DATE: 06/20/2006</p> <p>SIGNED: Stephen J. Kondor</p> <p>TITLE: V.P., Sales & Marketing</p>						

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<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> <p>SEALED BID</p> <p>BUYER:-----ROBERTA WAGNER/FILE 22-----</p> <p>RFQ. NO.:-----LBS70423-----</p> <p>BID OPENING DATE:-----06/29/2006-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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Dept. Fax No. 800-288-3141 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): Allison Horgan, Contracts Supervisor -----						
***** THIS IS THE END OF RFQ LBS70423 ***** TOTAL:						\$195,468.00

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AFFIDAVIT

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:

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.

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: Gen-Probe

Authorized Signature:  Date: 06/20/2006

No Debt Affidavit
Revised 02/08/06

Stephen J. Kondor
V.P., Sales & Marketing

LBS70423

Chlamydia / Gonorrhea Test Kits & System

Test Kit Specifications, Requirements:

1. The test kits must be FDA approved for invitro detection of human Chlamydia trachomatis and/or Neisseria gonorrhoeae infections from the same urogenital or endocervical swab.
2. Must be approved for testing specimens collected from both male urogenital and female endocervical swabs.
3. In low disease prevalence populations, the sensitivity must be no less than 85%, specificity no less than 99%.
4. Must use DNA probe technology that utilizes nucleic acid hybridization to detect the presence of Chlamydia trachomatis and Neisseria gonorrhoeae on the same swab and for female or male patients.
5. Must use the same technology with the competition assay protocol, to verify a positive chlamydia or gonorrhea results, and be FDA approved.
6. Collection kit must be FDA approved and maintain specimen integrity at 2 - 25 degrees Celsius for a minimum of seven(7) days.
7. Test kits must have a minimum shelf life of 60 days.

GENPROBE Product Number or Equivalent	Description	Estimated Usage Per Year	Cost Per Item
3905B	Combination Direct Probe Assay Kit	40 Kits	\$141,200.00
3548	Chlamydia Trachomatis Probe Competition Assay Kit	60 Kits	\$1,800.00
3549	Neisseria Gonorrhoeae Probe Competition Assay Kit	20 Kits	\$600.00
3300	Female collection Kit	800 Kits	\$32,000.00
3275	Male collection Kit	100 Kits	\$4,000.00
1792	Chlamydia Trachomatis Kit	42 Kits	\$9,408.00
1793	Neisseria Gonorrhoeae Kit	38 Kits	\$6,460.00
1791	Detection Reagent Kit	42 Kits	\$0.00

GRAND TOTAL \$ 195,468.00

LBS70423

Chlamydia / Gonorrhea Test Kits & System

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

1. The selected vendor must provide an automated processing system at no additional charge for use with the requested reagents. System will include computer, monitor, printer, etc, which will be retained and maintained by the vendor. Minimum specifications:
 - Windows XP Professional
 - 10/100 Ethernet
 - ~~PCAnywhere or compatible remote host for remote support (if desired). VPN or Dial-up access will be provided for remote support as appropriate.~~ *BS*
2. Computer and software must supervise all applications, plus store data and perform data reduction
3. Must be able to interface the computer with luminometer reader 450i or equivalent (chemiluminescence detection system capable of processing up to 250 samples per run)
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. Customer will be responsible for all costs incurred for interfacing.
 - 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 *BS* administrative access.
5. Must have FDA approved fully automated liquid handling system (Gen-Probe Multiprobe 204 or equivalent) for sample and reagent processing.
6. Telephone technical support must be available when problems arise from 9AM EST to 5PM EST. Monday through Friday, except holidays.
7. If a problem cannot be resolved by telephone technical support, ~~on-site technical support must be available.~~ *BS*
8. Service for equipment must be provided at no additional expense and must have a response time of 24 hours.**
9. Vendor must be willing to assist in training of clients in the use of their system for collection of specimens and assist OLS in installing equipment and conducting required comparison testing.
10. Vendor will retain Title of all instrumentation.

**If a problem cannot be resolved by telephone Technical Support, then a refurbished instrument will be sent by Pl overnight carrier for next business day delivery. If a call comes in on a Friday, then Technical Support needs to be notified that an instrument needs to be shipped before 3:00PM EST for delivery on the following Monday.


LBS70423

Chlamydia / Gonorrhea Test Kits & System

Installation and Training Requirements:

1. Vendor shall install the equipment.
2. Installation must be completed by 9/1/06.
3. Vendor must provide a company representative for training, technical service, repairs, maintenance, etc. Training must be provided within 15 days of effective date of contract.


Freight and Shipping Requirements:

1. Freight costs for both equipment and reagents shall be F.O.B. Destination, Prepaid and Added to Invoice as a separate item.
2. 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 ~~purchase~~ ^{PURCHASE} order (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). 



GEN-PROBE

June 20, 2006

West Virginia Dept. of Health & Human Resources
Attn: Roberta Wagner
167 Eleventh Avenue
South Charleston, WV 25303

Re: HIPAA Business Associate Contract

Dear Ms. Wagner:

We have received from you a Business Associate Contract intended to further your compliance with the Privacy Rule under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In light of Gen-Probe Incorporated's business relationship with you, we have determined that Gen-Probe is not a Business Associate of **West Virginia Dept. of Health & Human Resources** under HIPAA, thus, no Business Associate Contract is required.

A Business Associate, under HIPAA, is a person (or entity) who on behalf of a Covered Entity (as defined under HIPAA) performs or assists in the performance of a function or activity involving the use or disclosure of individually identifiable health information. We recognize that **West Virginia Dept. of Health & Human Resources** is a Covered Entity under HIPAA; however, Gen-Probe does not perform or assist in the performance of a function or activity on behalf of **West Virginia Dept. of Health & Human Resources** involving the use or disclosure of individually identifiable health information. Nor does Gen-Probe provide legal, actuarial, accounting, consulting, data aggregation (as defined under HIPAA), management, administrative, accreditation, or financial services to or for **West Virginia Dept. of Health & Human Resources** as a Covered Entity, where the provision of such services involves the disclosure of individually identifiable health information from **West Virginia Dept. of Health & Human Resources** or a Business Associate of **West Virginia Dept. of Health & Human Resources**.

The relationship between Gen-Probe and **West Virginia Dept. of Health & Human Resources** consists solely of Gen-Probe **selling reagents** to **West Virginia Dept. of Health & Human Resources**. In connection with this relationship, (1) Gen-Probe does not perform or assist in the performance of a function or activity on behalf of **West Virginia Dept. of Health & Human Resources** involving the use or disclosure of individually identifiable health information, (2) no individually identifiable health information of **West Virginia Dept. of Health & Human Resources** is used or disclosed by Gen-Probe, and (3) no individually identifiable health information is disclosed to Gen-Probe by **West Virginia Dept. of Health & Human Resources**.

We appreciate your business and look forward to working with you in the future.

Sincerely,

Brian B. Hansen
Senior Director, Domestic Sales
Gen-Probe Sales & Service



GEN-PROBE

June 20, 2006

West Virginia Dept of H&HR
ATTN: Roberta Wagner
167 Eleventh Avenue
South Charleston, WV, 25303

To: Ms. Wagner

From: Brian Hansen
Sr Director, Domestic Sales

The following information is hereby integrated in its entirety into Request for Quotation No. IBS70423
Listed below are the pricing and terms for Gen-Probe'sPACE family of products (individually or collectively, "Reagents")

Product Number	Product Description	Price/Kit	Estimated	
			Monthly Purchase Quantity	Extended Monthly Price
1791	Detection Reagent	No Charge	3.5	\$ -
1792	PACE CI (100 tests)	\$ 224.00	3.5	\$ 784.00
1793	PACE GC (100 tests)	\$ 170.00	3.2	\$ 544.00
3275	Male Collection Kit	\$ 40.00	8.3	\$ 332.00
3300	Female Collection Kit	\$ 40.00	66.6	\$ 2,664.00
3905B	PACE 2C Combination Assay(1K)	\$ 3,530.00	3.3	\$ 11,649.00
3548	PCA CI	\$ 30.00	2.5	\$ 75.00
3549	PCA GC	\$ 30.00	2.5	\$ 75.00
			TOTAL:	\$ 16,123.00

Instrumentation/Equipment located at the West Virginia Dept. of Health & Human Resources is the following:

Quantity & Instrumentation	Description
1 x 3200i	LEADER 450i Luminometer
1 x 4034	MultiPROBE 204
4 x 1639	Magnetic Separation Unit
1 x 1714	Bottle Top Dispenser, 2mL
2 x 3078	Bottle Top Dispenser, 5mL
1 x 2113	Eppendorf Repeat Pipettor
1 x 5641	PACE Wash Station

Term of Agreement: Renewal September 1, 2006 to August 31, 2007

PAYMENT AND SHIPPING TERMS

Payment Terms	Net 30 days from Date of Invoice
Freight Terms	FOB Destination PP&A
Delivery	7 Business days After Receipt of Order

- Unauthorized Use.** Customer agrees to use the Equipment solely in conjunction with Reagents or other supplies expressly authorized by Gen-Probe
- Title.** Gen-Probe shall hold exclusive title to the Equipment and may assign, transfer, pledge or sell Gen-Probe's interest in the Equipment without notice to or approval from Customer. Gen-Probe is Gen-Probe Sales & Service, Inc., a wholly-owned distribution subsidiary of Gen-Probe Incorporated. Customer shall not remove any markings from the Equipment, which identify Gen-Probe as the owner. Customer shall keep the Equipment free from any and all liens, claims and encumbrances and shall not lease, sublease, transfer, sell, or assign the Equipment. Customer does hereby make, constitute and appoint Gen-Probe as Customer's true and lawful Attorney-in-Fact for the sole purpose of executing and filing, in the name of Customer, a UCC-1 statement in favor of Gen-Probe covering the Equipment.
- Warranty and Service.** Gen-Probe warrants that the Reagents shall meet the required performance specifications to perform the desired tests as



GEN-PROBE

described in the User Manuals. The extent of Gen-Probe's liability under this warranty is limited to replacing any defective Reagent. Gen-Probe does not manufacture the Equipment. The Equipment is fully warranted through manufacturers as described in the Equipment Operator's Manual provided to Customer and such warranties extend to Gen-Probe's customers. Gen-Probe warrants that Gen-Probe may, at its option, repair or replace any defective Equipment. The foregoing warranty shall not apply in the event that: (a) Customer has not used and maintained the Equipment in accordance with the guidelines set forth in the Equipment Operator's Manual provided to Customer; (b) if Customer has used the Equipment with reagents and supplies not expressly authorized by Gen-Probe; (c) if the Equipment is repaired or altered by a party other than Gen-Probe without Gen-Probe's prior written approval; or (d) if the Equipment has been subject to misuse, negligence, or accident.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- 4 **Maintenance and Repair.** Customer agrees to maintain the Equipment in good operating condition and assumes all risks of loss and damage to the Equipment, except as covered in Warranty and Service, above. In the event of loss or damage, Customer will pay Gen-Probe the depreciated price of the lost or damaged item of Equipment.
- 5 **Limitation of Liability.** EXCEPT FOR PAYMENTS DUE PURSUANT TO PAYMENT AND SHIPPING TERMS (ABOVE), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR COSTS INCURRED BY THE OTHER PARTY IN CONNECTION WITH THE USE OF THE EQUIPMENT OR REAGENTS BY CUSTOMER OR ANY OTHER PERSON UTILIZING EQUIPMENT NOR SHALL GEN-PROBE BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE REAGENTS OR EQUIPMENT. Such limitation is intended to apply without regard to whether such damages are claimed, asserted or brought in an action or claim sounding in tort or contract, or on the warranty, or under any other law or form of action.
- 6 **Default.** The occurrence of any of the following events shall constitute a default ("Default") by Customer: (a) non-payment when due of any amount payable by Customer in accordance with this Agreement; (b) Customer's failure to perform any covenant or condition of this Agreement; Gen-Probe shall be entitled to recover from Customer any and all expenses and damages which Gen-Probe sustains by reason of said Default including but not limited to reasonable attorneys' fees and all expenses of repossession, removal, storing, and disposition of the Equipment. The remedies and rights specified herein shall not be exclusive and shall be cumulative. The exercise or the non-exercise of any right or remedy shall not limit or prejudice Gen-Probe as to that right or remedy or as to any other rights or remedies provided by applicable law.
- 7 **CONFIDENTIALITY.** Customer acknowledges the existence of the trademarks, copyrights, patents, and other intellectual property rights relating to the use or subsisting in or in connection with the System including software, hardware, and other parts thereof in which Gen-Probe or a third party has an interest are, and shall remain, the sole property of Gen-Probe or the respective third party. Customer shall not at any time dispute Gen-Probe's ownership thereof. Customer shall hold in confidence all materials or information disclosed to it by Gen-Probe hereunder ("Confidential Information"). In addition to the foregoing, Gen-Probe Confidential Information includes the operator's manual, the System price and payment terms. Customer agrees to take precautions to prevent the unauthorized disclosure or use of Confidential Information consistent with precautions used to protect its own confidential information, but in no event less than reasonable care.

The obligations of Customer hereunder shall not apply to materials or information which (a) is now or hereafter becomes, through no act or failure to act on the part of Customer, generally known or available; (b) is known by Customer at the time of receiving such information as evidenced by its records; (c) is hereafter furnished to Customer by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by Customer without any breach of this Agreement; or (e) is the subject of a written permission to disclose provided by Gen-Probe. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body or is otherwise required by law; provided, however, that Customer shall first have given notice to Gen-Probe and shall have made a reasonable effort to obtain confidential treatment of such Confidential Information; (ii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

- 8 Any additional terms and conditions accompanying subsequent Customer Purchase Order or other documentation must be agreed upon, in writing, and signed by both parties in order to be valid.

Should you have any questions, please call your local Sales Representative at 800-523-5001 ext. 5339.