



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
LBS10091

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Bio-Rad Laboratories
 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	F.O.B.	FREIGHT TERMS
04/15/2010	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: **05/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	LOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OPEN-END BLANKET CONTRACT						
0001	6,000	EA		475-00-99-001	\$6.75/test 480 tests/kit \$3,240/kit	\$42,120.00
HEPATITIS C - ASSAY FOR DETECTION OF ANTIBODY TO 930740						
OPEN-END CONTRACT						
TO PROVIDE REAGENTS FOR THE DETECTION OF HEPATITIS C, HIV-1, AND HIV-2 PLUS O GROUP IN SERUM SPECIMEN. SELECTED VENDOR IS TO PROVIDE A FULLY AUTOMATED ANALYZER AT NO ADDITIONAL CHARGE FOR USE WITH THE SELECTED REAGENTS PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS.						
0002	9,000	EA		475-00-99-001	3.75/test 480 tests/kit \$1,800/kit	\$34,200.00
HIV-1, HIV-1 AND O GROUP - ASSAY FOR THE DETECTION 32588						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS						

RECEIVED
 2010 MAY 17 A 10:18
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS
 SIGNATURE: *Carolee M. [Signature]* TELEPHONE: 800-666-8111 x1761 DATE: 5/14/10
 TITLE: Contract Admin. Supervisor FEIN: 94-1381833 ADDRESS CHANGES TO BE NOTED ABOVE

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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
5. Payment may only be made after the delivery and acceptance of goods or services
6. Interest may be paid for late payment in accordance with the *West Virginia Code*
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order

13. ~~HIPAA BUSINESS ASSOCIATE ADDENDUM:~~ The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. ~~Provided that the Agency meets the definition of a Govern Entity (45-CFR §160-103) and will be disclosing Protected Health Information (45-CFR §160-103) to the vendor.~~ 5-14-10

14. ~~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. ~~Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.~~ 5-14-10 *See attached letter

15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities. 5-14-10 *See attached letter

16. ~~ANTITRUST:~~ In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder. 5-14-10 *See attached letter

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F O B destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C S R §148-1-6.6)



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BPH - LABORATORY SERVICES

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25303 304-558-3530

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04/15/2010	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: **05/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Wagner</i>	TELEPHONE 800-666-8111 x1761	DATE 5/14/10
TITLE Contract Admin Supervisor	FEIN 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 5/4/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. 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</p>						

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SIGNATURE <i>Robert Wagner</i>	TELEPHONE 800-666-8111 x1761	DATE 5/14/10
TITLE Contract Admin. Supervisor	FON. 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV EXHIBIT 4 LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. REV. 3/88 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Wagner</i>	TELEPHONE 800-666-8111 x1761	DATE 5/14/10
TITLE Contract Admin. Supervisor	FEBIN 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----LBS10091-----</p> <p>BID OPENING DATE:-----5/20/2010-----</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: -----425-498-1757-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Janette J. Stockert</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janette J. Stockert</i>	TELEPHONE 800-666-8111 x1761	DATE 5/14/10
TITLE Contract Admin. Supervisor	FEDIN 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED 04/15/2010	TERMS OF SALE NET 30	SHIP VIA BEST WAY	FOB DESTINATION	FREIGHT TERMS PREPAID
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BID OPENING DATE: **05/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ LBS10091 ***** TOTAL:						<u>\$76,320.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Roberta Wagner</i>	TELEPHONE 800-666-8111 ext. 1761	DATE 5/14/10
TITLE Contract Admin. Supervisor	FEIN 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE

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- **Specifications for System and Reagents for the Detection of Hepatitis C and HIV-1 and HIV-2 plus O groups.** Please note – the number of tests requested are for bidding purposes only, and the vendor will be required to provide only the quantity needed, be it more or less.

System Specifications

- **General Instrument Specification**

- Must have primary sample capacity of a minimum of 180 samples
- Must have positive identification for samples, micro plates and reagents
- Must be able to sample tubes up to 16mm diameter.
- Must be able to sample tubes up to 100mm in height
- Must be able to track bar-coded reagents, specimens and controls.
- Must have ability to support up to 31 controls and calibrators
- Must be able to support multi-size reagent bottle volumes (milliliters) 3, 8, 15, 30, 60, and 125 ml
- Must have lot and expiration management for reagents
- Must have on board capacity of 480 tips (5 boxes of 96 tips)
- Must be able to track tip usage on instrument and use partially filled tip racks
- Must have tip waste capacity of > 1000 tips
- Must have mechanical tip detection
- Must have liquid level and clot detection
- Must accommodate both tube and micro tube dilutions
- Must have continuous load capability throughout sample processing
- Must include computer system and software
- Must be able to process blood virus, infectious disease and autoimmune assays at the same time
- Maximum dead volume not greater than 200(µL) microliters
- Positive sample identification must be on plates and reagents
- All additional kits, reagents or consumables to perform the test must be included in the cost of the test (example includes but not limited to tubes, wash buffer or stop reagents) A list of these items must be included with the vendor bid.

- **Washer Specifications**

- Must have an 8 channel manifold
- Must accommodate flat, U and V shaped plate bottom shapes
- Must have a plate and strip wash mode.
- Must accommodate variable wash cycles of 1 to 9

- Must accommodate plate soak times of 0-999 seconds
- Must have wash buffer with level sensors of 2x2L and 2x1L
- Must have waste capacity with level sensors of 1x10L

- **Reader Specifications**

- Must have 8 channel read head
- Read time for full plate must not be more than 15 seconds
- Must have a halogen light source
- Must have a reading range of up to 3.5 Optical Density (O.D.)
- Must be equipped with at least 8 filter wheels to include 405, 450, 492, 550, 620 and 690nm
- Must have an over-filter range
- Must have linearity (0-3.0 O.D.) to 1%
- Must have precision (0-2.0 O.D.) to 2.5%

- **Computer Interface specifications**

- Must have able to track reactive results and perform duplicate assays prior to confirmation
- Must create a primary sample validation screen and Worklist for reactive samples
- Must be able to process and send repeat Worklist to instrument for analysis
- Must be able to check assay results to see if the results are final (repeat reactive) or require repeating (initially reactive)
- Vendor must be willing to assist in the export process to LIMS system, if required by laboratory

- **Training/Installation Requirements**

- Vendor must provide a company representative for installation and training. Subcontracting of these services will not be acceptable to the State of West Virginia. Any vendor responding to this contract that proposes to utilize a subcontractor will not be considered during the award process.
- Installation and training for equipment must be completed within eight weeks of delivery date and must include one (1) key operator training at the vendor's training site at the vendor's expense, if required by the laboratory

- **Equipment Ownership/Maintenance/Technical Assistance Requirements**

- Vendor will retain ownership of all instrumentation
- All instrumentation provided by the selected vendor must be maintained at the vendor's expense during the term of this contract.
- Preventative maintenance visits at the laboratory must be provided at no additional charge to the Office of Laboratory Services

- Selected Vendor must provide a company representative for technical service, upgrades, repairs, and maintenance
- Technical assistance must be available by telephone during normal business hours 8:00 am to 5pm EST, Monday through Friday
- If technical assistance does not resolve reported problems, then replacement parts or an on-site vendor representative must be made available within 24 hours (except on weekends). If problem is still not resolved the vendor must provide a loaner module or replacement module at vendor's expense

Assay Specifications

- For the detection of anti-body to Hepatitis C Virus (Anti-HCV)
 - Must detect antibodies to Hepatitis C Virus in human serum or plasma
 - Must meet the following criteria for a qualitative assay of antibody to Hepatitis C virus:
 - Must utilize microwells coated with recombinant Hepatitis C virus encoded antigens as a solid phase in a 96 well plate
 - Must use HCV recombinant proteins derived from the core NS3, NS4 and NS5 region of the HCV genome
 - Must be FDA approved method
 - Must have a specificity of 99.95% or better in low prevalence populations
 - Must be an enzyme-linked immunosorbent assay
 - Must not require a sample size greater than 100(μl) microliters
 - All steps in the method must be adaptable to automation
 - All additional reagents or consumables to perform the test must be included in the cost of the test (example includes but not limited to tubes, wash buffer or stop reagents). A list of these items must be included with the vendor bid
 - Kits must have a minimum 90 day expiration for all kits

- For the detection of HIV-1, HIV-2 plus O group.
 - Must detect antibodies to HIV-1, HIV-2 plus group O in serum, plasma and cadaveric samples
 - Must be an FDA approved method for HIV-1, HIV-2 and O group
 - Must meet the following criteria for HIV-1, HIV-2 plus group O recombinant DNA/synthetic peptide assay
 - Must utilize microwells coated with a mixture of peptides: *env* and *pol* sequences for HIV-1 and HIV-2
 - Synthetic Peptide Immunoassay for the detection of the antibody to HIV-1 and HIV-2
 - Must be a direct antibody sandwich ELISA in a solid phase microwell

- Kit must have break apart microstrips
- Sample size must not be greater than 75 (µl) microliters
- Turnaround time must not be greater than 3 hours for the HIV assay
- All steps in the method must be automated including data reduction on one primary Microplate instrument.
- Chromogen should not be lot specific for kit
- All additional reagents or consumables to perform the test must be included in the cost of the test (example includes but not limited to tubes, wash buffer or stop reagents) A list of these items must be included with the vendor bid
- Kits must have a minimum 90 day expiration date

- **Delivery/Shipping Requirements**

- F O B Destination unless vendor states otherwise in submitted quotation
- Reagents must be shipped no more than 3 days after vendor receives order
- Vendor must inform laboratory of any delay in shipping of kits due to manufacture issues

- **Life of Contract**

- This contract is to be effective 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) one (1) year periods


Payment will be made in arrears.

RFQ COST SHEET

Bidders shall provide a cost for the following:

Item	Test Type Description (Vendor to include name of kit and item number)	Estimated Annual Usage	Individual Test Unit Cost (To be completed by vendor)	Total Kit Cost(To be completed by vendor)	Total Estimated Annual Cost(To be completed by vendor)
1	Assay for the Detection of Antibody to Hepatitis C Virus	6000	\$6.75/test 480 tests/ kit	\$3,240.00	\$42,120.00
	Catalog #930740	(13 kits)			
2	Assay for the Detection of HIV-1, HIV-2 and O group	9000	\$3.75/test 480 tests/ kit	\$1,800.00	\$34,200.00
	Catalog #32588	(19 kits)			
				Grand Total =	\$76,320.00

The award will be made to the vendor with the lowest grand total of the estimated annual cost which meets all requested specifications and requirements.


 Vendor Signature
 Janette J. Stockert
 Contract Administration Supervisor

5/14/10

Date

RFQ No LBS10091

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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 owed 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 exceed 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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Bio-Rad Laboratories

Authorized Signature: *[Signature]* Date: 5/14/10

State of Washington

County of King, to-wit:

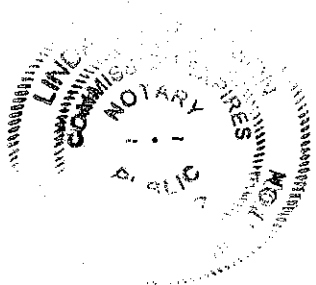
Taken, subscribed, and sworn to before me this 14 day of May, 2010

My Commission expires 4-29, 2012

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37 (Does not apply to construction contracts) *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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,
 Bidder is a partnership, association or corporation resident vendor and 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 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,
 Bidder is a 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; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's 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; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above which you are entitled to receive



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
LBS10091

PAGE
1

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

RODNEY

*709065635 01 800-666-8111
 BIO RAD LABORATORIES INC
 6565 185TH AVENUE 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	F.O.B.	FREIGHT TERMS
05/05/2010	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: **05/20/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO. : LBS10091 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. 1 X NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janette Brockert</i>	TELEPHONE 800-666-8111 x1761	DATE 5/14/10
TITLE Contract Admin Supervisor	FEIN 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. ~~HIPAA-BUSINESS ASSOCIATE ADDENDUM: - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. - Provided that the Agency meets the definition of a Gover Entity (45-CFR-§160.103) and will be disclosing Protected Health Information (45-CFR-§160.103) to the vendor.~~ See attached letter 5-14-10
 14. ~~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. - Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.~~ See attached letter 5-14-10
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. ~~ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.~~ See attached letter 5-14-10
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
LBS10091

PAGE
2

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

VENDOR

*709065635 01 800-666-8111
 BIO RAD LABORATORIES INC
 6565 185TH AVENUE NE

 REDMOND WA 98052

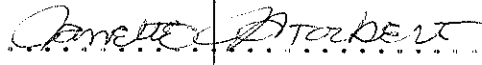
SHIP TO

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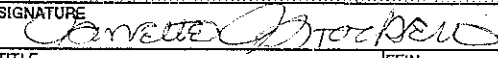
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/05/2010	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 05/20/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE Bio-Rad Laboratories COMPANY May 14, 2010 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-666-8111 x1761	DATE 5-14-10
TITLE Contract Admin Supervisor	FEIN 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE

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

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Vendor: Bio-Rad Laboratories P.O. Date: _____

File:	Acct. No.:
	8802-2010-2965-096-371-17485
Spending Unit: DHHR/OLS	

Item No.	Quantity	Description	Unit Price	Amount
		<p>VENDOR QUESTION #1:</p> <p>Do you need a LIS interface? If so, what is your LIS and how much would that cost?</p> <p>RESPONSE:</p> <p>The system currently in use is LIS interface capable but not currently active. The LIS vendor is STARLIMS and the cost for an interface would be based on a quote from that company</p> <p>VENDOR QUESTION #2:</p> <p>Under System specs: it mentions that all additional kits, reagents or consumables to perform the test must be included in the cost of the test. What about QC? Are you willing to pay separately for QC material that we can provide?</p> <p>RESPONSE:</p> <p>Since the QC are needed to run the test and report valid test results, then the cost of the QC must be included in the cost of the test.</p>		

May 13, 2010

Roberta Wagner
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25311

Re: HIPAA, Confidentiality and Antitrust language

Dear Ms. Wagner:

In response to your letter asking Bio-Rad Laboratories to sign a Business Associate Agreement, clause #13 with respect to HIPAA, please be advised that Bio-Rad is not a Business Associate under the definition of HIPAA, as it does not receive protected health information from you. Please be advised that the State of West Virginia is prohibited from producing any personal health care information to Bio-Rad. If Bio-Rad inadvertently receives such information, Bio-Rad will return this information immediately without review and will not retain any copies.

Per the Confidentiality clause #14, please change to read: "For the purpose of this Agreement, confidential information ("Confidential Information") shall be labeled "Confidential" and shall mean all proprietary, secret or confidential information or data relating to State of West Virginia or Bio-Rad Laboratories and their respective operations, employees, services or customers. Each party agrees to: (i) maintain the confidentiality of the other's Confidential Information, (ii) not-disclose Confidential Information to third parties without the express written permission of the disclosing party, and (iii) use Confidential Information solely to advance the purpose of this Agreement. Confidential Information does not include: information that, a) was in the receiving party's possession before receipt from the disclosing party; b) is or becomes available to the public through no fault of the receiving party; c) is received in good faith by the receiving party from a third party and is not subject to an obligation of confidentiality owed to the third party; or d) is independently developed by the receiving party without reference to information received under this Agreement."

Please delete #16, Antitrust language. Bio-Rad can not assign our interests and rights under an antitrust lawsuit should we potentially suffer damages as a result of the antitrust actions of another party. We will agree that the Attorney General of West Virginia may act as lead counsel in any action involving the products at issue in this agreement if the State of West Virginia possesses financial interests equal to or greater than those of Bio-

Rad. Bio-Rad reserves the right to hire counsel at its own expense to protect Bio-Rad's interests and to provide assistance to the Attorney General of West Virginia.

Sincerely,

A handwritten signature in cursive script, appearing to read "Janette J. Stockert".

Janette J. Stockert
Contract Administration Supervisor

JJS:bf