



April 13, 2012

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 20130  
Charleston, WV 25305-0130  
Attn: Tara Lyle

RE: Request for Quotation DPS 1234


Dear Ms. Lyle,

Promega is pleased to respond to RFQ: DPS1234. Please find enclosed the completed document. We have signed Page 1 and marked page 11 as "Not Applicable" per our email conversation.

I am also enclosing a copy of Promega Quotation 33309; you will need to include this number on any PO to insure discounted contract pricing.

We look forward to your response.

Regards,

  
Diana Nagy  
Contracts Manager, Genetic Identity  
Toll free: 800-356-9526  
Direct: 608-277-2616  
Email: [diana.nagy@promega.com](mailto:diana.nagy@promega.com)

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WV PURCHASING  
DIVISION



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

DPS1234

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE

304-558-2544

\*B25145904 800-356-9526

PROMEGA CORPORATION  
2800 WOODS HOLLOW RD

MADISON WI 53711-5399

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WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
SOUTH CHARLESTON, WV

25309

304-746-2141

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/05/2012				

BID OPENING DATE:

05/03/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		193-12		
BLOOD CHEMISTRY REAGENTS (FOR AUTOMATIC INSTRUMENTS)						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE VARIOUS REAGENTS FOR THE WEST VIRGINIA STATE POLICE FORENSICS LAB FOR DNA LAB TESTING, PER THE SPECIFICATIONS.						
INQUIRIES:						
WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 04/20/2012. 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						
TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						
FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mary Linton</i>	TELEPHONE 800-356-9526	DATE 4/12/12
TITLE Director	FEIN 3913 88811	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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  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>.
  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.
- 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  
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## Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE  
304-558-2544

\*B25145904 800-356-9526

PROMEGA CORPORATION  
2800 WOODS HOLLOW RD

MADISON WI 53711-5399

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4124 KANAWHA TURNPIKE  
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25309 304-746-2141

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/05/2012				

BID OPENING DATE: 05/03/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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 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.						
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.						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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.)						
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.						
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.						
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.						
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.						
REV. 05/26/2009						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE						

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THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
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						
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.						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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.						
VENDOR PREFERENCE CERTIFICATE						
THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a>						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				TL/32-----		
RFQ. NO.:				DPS1234-----		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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\*B25145904 800-356-9526

PROMEGA CORPORATION  
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MADISON WI 53711-5399

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4124 KANAWHA TURNPIKE  
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05/03/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				05/03/2012-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:				-----		
				1-608-273-6455		
CONTACT PERSON (PLEASE PRINT CLEARLY):				DIANA NAGY		
				1-800-356-9526		
				1-608-277-2616		
				dianna.nagy@promega.com		
***** THIS IS THE END OF RFQ				DPS1234 ***** TOTAL:		\$122,985.50

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

Buyer:	Page	Req. or P.O. No: <b>DPS 1234</b>
Spending Unit: <b>West Virginia State Police</b>		

Vendor:

Item No:	Quantity	Description	Unit Price	Amount
		NOTE: All items being bid must be compatible with Promega brand reagents currently being used in the Biochemistry Lab. All item numbers listed are for reference and are Promega brand		
1.		DNA IQ system (100 rxns) (DC6701) or equal	(each) ↓ \$ 284.00	
2.		DNA IQ system (400 rxns) (DC6700) or equal	\$ 679.00	
3.		DNA IQ resin (A8251) or equal	\$ 6,271.00	
4.		DNA IQ lysis buffer (A8261) or equal	\$ 211.85	
5.		DNA IQ 2X wash buffer (A8271) or equal	\$ 33.95	
6.		DNA IQ elution buffer (A8281) or equal	\$ 33.95	
7.		PowerPlex 16 HS System (400 rxns) (DC2100) or equal	\$ 7,293.60	
8.		PowerPlex 16 HS System (100 rxns) (DC2101) or equal	\$ 2,295.00	
9.		PowerPlex Y System (200 rxns) (DC6760) or equal	\$ 4,173.35	
10.		PowerPlex Y System (50 rxns) (DC6761) or equal	\$ 1,209.00	
11.		Power Plex Matrix Standards, 3100/3130 (DG4650) or equal	\$ 114.00	
12.		9947A DNA (DD1001) or equal	\$ 92.00	

0/81 STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

Buyer:	Page	Req. or P.O. No: <b>DPS 1234</b>
Spending Unit: <b>West Virginia State Police</b>		

or:

Item No:	Quantity	Description	Unit Price	Amount
13.		9948 Male DNA (DD2061) or equal	<i>each</i> \$ 89.00	
14.		2800M Control DNA (DD7101) or equal	\$ 86.10	
15.		Sliprep 96 device (V1391) or equal	\$ 338.00	
16.		Plexor HY System (800 rxns) (DC1000) or equal	\$ 2,985.00	
17.		Plexor HY System (200 rxns) (DC1001) or equal	\$ 800.00	
<p><b><u>Evaluation and Award:</u></b></p> <p>The contract will be awarded to one vendor with the lowest bid meeting all of the specifications with the most complete bid.</p> <p>Delivery charges should be included in the bid pricing.</p>				

# Bid Form DPS 1234

9

<b>DPS 1234</b> <b>NOTE: ALL ITEMS BEING BID MUST BE COMPATIBLE WITH PROMEGA BRAND REAGENTS CURRENTLY BEING USED IN THE BIOCHEMISTRY LAB.</b>  <b>*Item numbers listed below for reference are Promegs item numbers</b>	<b>BID OPENING:</b>
--	---------------------

Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
1.	DNA IQ System (100 rxns) DC6701 or equal	10	\$ 284.00	\$ 2,840.00
2.	DNA IQ System (400 rxns) DC6700 or equal	10	\$ 679.00	\$ 6,790.00
3.	DNA IQ resin A8251 or equal	3	\$ 6,271.00	\$ 18,813.00
4.	DNA IQ lysis buffer A8261 or equal	12	\$ 211.85	\$ 2,542.20
5.	DNA IQ 2X wash buffer A8271 or equal	12	\$ 33.95	\$ 407.40
6.	DNA IQ elution buffer A8281 or equal	12	\$ 33.95	\$ 407.40
7.	PowerPlex 16 HS System (400 rxns) DC2100 or equal	5	\$ 7,293.00	\$ 36,465.00
8.	PowerPlex 16 HS System (100 rxns) DC2101 or equal	1	\$ 2,295.00	\$ 2,295.00
9.	PowerPlex Y System (200 rxns) DC6760 or equal	10	\$ 4,173.35	\$ 41,733.50
10.	PowerPlex Y System (50 rxns) DC6761 or equal	4	\$ 1,209.00	\$ 4,836.00
11.	PowerPlex Matrix Standards, 3100/3130 DG4650 pr equal	1	\$ 114.00	\$ 114.00
12.	9947A DNA DD1001 or equal	1	\$ 92.00	\$ 92.00
13.	9948 Male DNA DD2061 or equal	1	\$ 89.00	\$ 89.00
14.	2800M Control DD7101 or equal	1	\$ 86.00	\$ 86.00
15.	Slicprep 96 device V1391 or equal	5	\$ 338.00	\$ 1,690.00
16.	Plexor HY System (800 rxns) DC1000 or equal	1	\$ 2,985.00	\$ 2,985.00
17.	Plexor HY System (200 rxns) DC 1001 or equal	1	\$ 800.00	\$ 800.00
Failure to use this form may result in disqualification.			<b>Total</b>	\$ 122,985.50

## Bidder / Vendor Information:

Name: Promega Corporation  
 Address: 2800 Woods Hollow Road  
Madison, WI 53711-5399  
 Phone #: 800-356-9526  
 Authorized Signature: Mary Linton DIRECTOR

## Contact Coordinator Information:

Name: Diana Nagy, Promega Corporation  
 Address: 2800 Woods Hollow Road  
Madison, WI 53711-5399  
 Phone #: 1-800-356-9526 x 2614  
 Email Address: diana.nagy@promega.com

\*Quantities are estimated annual usage for bidding purposes and bidder's information.

RFQ No. \_\_\_\_\_

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 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.

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: Promega Corporation

Authorized Signature: Mary J. Smith Date: 4-12-12

State of Wisconsin

County of Dane, to-wit:

Taken, subscribed, and sworn to before me this 12 day of April, 2012

My Commission expires 2-21-2016, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC

Diana Hagg



*Not Applicable*

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: Promega Corporation

Signed: Mary Linton

Date: April 13, 2012

Title: DIRECTOR

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

# Confidential Quote 33309



**Start Date:** 04-11-2012  
**Expiration Date:** 12-31-2012  
**Revision:** 0  
**Reference:** 10-5000043-33309R0

**West Virginia State Police**  
 Sherri Lemons  
 Forensic Laboratory  
 725 Jefferson Rd  
 South Charleston, WV 25309  
 USA  
 Phone: (304) 746-2214  
 Fax: (304) 746-2427  
 Email: slemons@wvsp.state.wv.us

**Promega Corporation**  
 Arni Masibay  
 Phone: (954) 217-2446  
 Fax: (954) 217-2496  
 Email: arni.masibay@promega.com

We are pleased to submit the following quotation. If you have any questions, please contact the representative listed.

Item #	Product Description	UOM	Min. Qty Per Order	Min. Qty by Expire Date	Customer Price	Extended Price
DC6701	DNA IQ(TM) System 100 reaction	EA	1	10	\$284.00	\$2,840.00
DC6700	DNA IQ(TM) System, 400 reactions	EA	1	10	\$679.00	\$6,790.00
A8251	DNA IQ(TM) Resin, 50ml	EA	1	3	\$6,271.00	\$18,813.00
A8261	Lysis Buffer, 150ml	EA	1	12	\$211.85	\$2,542.20
A8271	2X Wash Buffer, 70ml	EA	1	12	\$33.95	\$407.40
A8281	Elution Buffer, 50ml	EA	1	12	\$33.95	\$407.40
DC2100	PowerPlex(R) 16 HS System, 400rxn	EA	1	5	\$7,293.00	\$36,465.00
DC2101	PowerPlex(R) 16 HS System, 100rxn	EA	1	1	\$2,295.00	\$2,295.00
DC6760	PowerPlex(R) Y System, 200rx	EA	1	10	\$4,173.35	\$41,733.50
DC6761	PowerPlex(R) Y System, 50rx	EA	1	4	\$1,209.00	\$4,836.00
DG4650	PowerPlex(R) Matrix Standards, 3100/3130	EA	1	1	\$114.00	\$114.00
DD1001	9947A DNA, 10 ng/ul, 250ng	EA	1	1	\$92.00	\$92.00
DD2061	9948 Male DNA, 10ng/ul, 250ng	EA	1	1	\$89.00	\$89.00
DD7101	2800M Control DNA, 10ng/ul, 25ul	EA	1	1	\$86.00	\$86.00
V1391	Slicprep(TM) 96 Device, 10 pack	EA	1	5	\$338.00	\$1,690.00
DC1000	Plexor(R) HY System, 800 rxn	EA	1	1	\$2,985.00	\$2,985.00
DC1001	Plexor(R) HY System, 200 rxn	EA	1	1	\$800.00	\$800.00
						<b>Total: \$122,985.50</b>

**Delivery Statement:** 1-3 days ARO for kits; 1-3 weeks ARO for instrumentation.

Prices are based on the purchase of minimum quantities, as detailed in the product description table, where applicable. Pricing will be

reevaluated upon expiration date, pending completion of purchase requirements.

All prices and specifications are subject to change without prior notice. Discount percent will remain applicable through the expiration date of this quote. Terms are subject to credit approval.

All orders of products made pursuant to this quotation shall be subject to Promega's standard Terms and Conditions as set forth on its website at <http://www.promega.com/pt/usternsandconditions.htm>.

**Customer Service Ordering Info**

Phone: (800) 356-9526  
Fax: (800) 356-1970

**See Terms and Conditions for Additional Information**

# Confidential Quote 33309



**Start Date:** 04-11-2012  
**Expiration Date:** 12-31-2012  
**Revision:** 0  
**Reference:** 10-5000043-33309R0

## Ordering Information / Terms and Conditions

- Quotation 33309, Revision 0 must be referenced when placing an order.
- All prices and specifications are subject to change without notice. Discount percentage will remain applicable through the expiration date of this quote. Terms are subject to credit approval.
- For questions regarding this quote, please contact the representative listed on this quote.
- Payment terms are Net 30.
- All orders of products made pursuant to this quotation shall be subject to Promega's standard Terms and Conditions as set forth on its website at <http://www.promega.com/products/pm/privacy/terms-and-conditions-of-use/>.

### Customer Service Ordering Info

Phone: (800) 356-9526  
Fax: (800) 356-1970

**See Terms and Conditions for Additional Information**

**Purchase Order** - If you select to bill to your company or institution using a purchase order, you will need to provide the purchase order number during the checkout process. To expedite checkout, you may create and save a default purchase order for multiple orders.

**Credit Card** - We accept Visa, Mastercard and American Express. If you select to pay by credit card, we will ask you for the account number, expiration date and name on the card.

**Invoicing Your Order** - Your invoice will be sent to the billing address. Our payment terms are net 30 days.

**Delivery Schedule** - Orders requiring wet or dry ice are shipped via overnight express service. If your order contains only ambient temperature items, second-day service may be selected. Overnight orders are shipped according to the following schedule:

Monday -Thursday: All orders received by 5:00 p.m. Central Time are delivered the following morning.

Friday: All orders received by 5:00 p.m. Central Time are delivered the following Monday morning.

We do not ship on these US holidays: Memorial Day; Independence Day (4th of July); Labor Day; Thanksgiving; Christmas; New Year's Day.

### Want Free Shipping?

Learn more about the Promega Free Shipping Program at <http://www.promega.com/aboutus/corporate/free-shipping/>. Additional freight charges may apply for selected instruments. Please contact Promega Customer Service for more information.