



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
LBS12015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 804-558-0067

RFO COPY

VENDOR

AutoGen, Inc.
 84 October Hill Road
 Holliston, MA 01746

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
08/15/2011		DB Schenker	Shipping	2-4 weeks ARO

BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		193-36 FI-810 wickGene-810	\$13,650	\$13,650
<p>AUTOMATED NUCLEIC ACID PURIFICATION SYSTEM</p> <p>TO PROVIDE A MAGNA PURE COMPACT SYSTEM, OR EQUAL, TO PERFORM FAST AND EASY AUTHOMATION OF NUCLEIC ACID PURIFICATION FROM UNKNOWN ENVIRONMENTAL SAMPLES DURING A BIOTERRORISM EVENT. THE SYSTEM MINIMIZES CONTAMINATION RISK WITH PREFILLED REAGENTS AND DISPOSABLES, SYNCHRONIZED STAGE MOVEMENT, AN INTEGRATED HEPA FILTER AND UV DECONTAMINATION WHICH IS VERY CRITICAL WHEN DEALING WITH SUSPECT BIOTERRORISM SAMPLES, PER THE ATTACHED SPECIFICATIONS.</p> <p>EQUIPMENT MUST BE FDA APPROVED.</p> <p>SHIPPING TERMS TO BE F.O.B. DESTINATION, PREPAID, UNLESS VENDOR STATES DIFFERENTLY WHEN SUBMITTING THEIR QUOTATION.</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>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>						

RECEIVED

2011 AUG 26 AM 10:01

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TITLE	TELEPHONE	DATE
<i>[Signature]</i>	National Sales	508-429-5965	08-22-11
ADDRESS CHANGES TO BE NOTED ABOVE			

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



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<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/30/2011. 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 DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TITLE	FEIN	TELEPHONE	DATE
<i>[Signature]</i>	National Sales Mgr		508-429-5965	08-22-11

ADDRESS CHANGES TO BE NOTED ABOVE

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Auton, Inc.
84 October Hill Road
Holliston, MA 01746

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 BPH - LABORATORY SERVICES
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BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

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<p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <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.:-----LBS12015-----</p> <p>BID OPENING DATE:-----09/15/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bill Grubbs</i>	TELEPHONE <i>508-429-5965</i>	DATE <i>08-22-11</i>
TITLE <i>National Sales Mgr</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID: ----- (508) 429-9765 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Jill Grundy -----						
FREIGHT						\$ 150.00
***** THIS IS THE END OF RFQ LBS12015 ***** TOTAL:						<u>\$13,800</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jill Grundy</i>	TELEPHONE 508-429-5965	DATE 08-22-11
TITLE National Sales Mgr	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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SPECIFICATION AND REQUIREMENTS

Test Equipment Specifications

1. System must be capable of processing 1 - 8 sample purifications from 100ul to 1000ul in 15- 40 minutes.
2. System must be able to track samples and reagents with an integrated bar-code scanner and relabeled Reagent Cartridges and Elution Tubes.
3. System must be able to protect each sample from cross-contamination using synchronized stage movement, integrated HEPA filter, UV decontamination and prefilled and sealed reagents and disposables.
4. System must be able to support magnetic-bead isolation techniques.
5. System must have the following dimensions or less: 540 mm W x 610 mm D x 570 mm H (21.3 in W x 24 in D x 22.4 in H). System must weight 60 kg (132 lbs) or less.
6. System must be capable of producing elution volumes of 50 – 200 ul.
7. System must have a power source of AC 90-240 V, 50/60 Hz.
8. Must be FDA approved.

Computer Equipment Specifications

1. Vendor must supply and integrate any attached personal computer device to the equipment and provide operational configuration and testing.
2. Internal personal computer with windows operating system, operated via color touch screen monitor (6.4 in) and bar-code reader.
3. Instrument must contain preinstalled protocols that can be selected by scanning the bar code on reagent cartridges.
4. System must be capable of saving run documentation, print out with an external printer, or routed via host connectivity.

Installation & Training Requirements

1. Full instrument installation and performance verification must be performed by a Certified Field Service Engineer, must be included at no additional cost and must be completed within 30 days of equipment delivery.
2. One day, on site **hands-on** training for two people must be performed by a Field Service Engineer at the Office of Laboratory Services, 167 11th Avenue, South Charleston, WV 25303 at no additional cost and must be completed within 30 days of equipment delivery.

RFQ COST SHEET

Bidders shall provide a cost for the following:

MagNa Pure Compact System, or equal
(Fujifilm QuickGene 810)

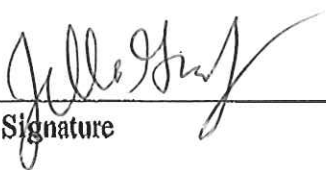
\$ 13,650

Freight/Shipping Charge

\$ 150

Total Cost \$ 13,800

The award will be made to the vendor with the lowest overall total cost of the equipment which meets all requested specifications and requirements. Payment will be made in arrears.


Vendor Signature

8-22-11
Date

ATTACHMENT
P.O.# LBS12015

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Bill Hardy 08/22/11
Signature Date

National Sales Manager
Title

Autogen, Inc.
Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: AutoGen, Inc.

Signed: [Signature]

Title: National Sales Manager

Date: 08-22-11

RFQ No. LBS 12015

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: AUTOGEN INC.

Authorized Signature: [Signature] Date: 8/24/11

State of MASSACHUSETTS

County of MIDDLESEX, to-wit:

Taken, subscribed, and sworn to before me this 24th day of August, 2011.

My Commission expires December 30, 2016.

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,

N/A

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,

N/A

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,

N/A

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,

N/A

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: AUTOGEN INC

Signed: [Signature]

Date: 8/24/11

Title: PRESIDENT

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

QUOTATION



AutoGen
 84 October Hill Road
 Holliston, MA 01746
 Tel: 800-292-5678
 Fax: 508-429-9765

For: WV Purchasing Division
 2019 Washington St E
 PO Box 50130
 Charleston, WV 25305-0130

RFQ NO: **LBS12015**
 BID OPENING DATE/TIME: 9/13/2011 13:30
 QUOTE NO: 082211JG-810-RFQ#LBS12015

DATE: August 22, 2011

Delivery Terms	Issue Date	Expiration Date	Representative	Payment Terms	FOB
2-4 weeks ARO	08/22/11	09/21/11	Jill Grundy	see below	Shipping Point

Catalog No.		List Price	Quantity	Ext Price
FI-810	FujiFilm QuickGene 810	\$13,650.00	1	\$13,650.00

Installation Specifications:

- Bench top model
- Dimensions: 17.72"W x 13"L x 15.75"H
- Weight: 46.2 lbs
- Power: 100V-240V, 50/60Hz

QuickGene-810 Automated Nucleic Acid Isolation System includes:

- Protocols for DNA or RNA isolation from tissues, blood, cells, plants, microbes, and more
- 1 year depot service, which covers the cost of repair and/or replacement, including labor, for any defect in parts or workmanship.

Key Features:

- Bench top instrument
- Automation of DNA or RNA isolation
- Capability of processing 1 to 8 samples per run in 6-13 minutes (depending on protocol)
- Uses an ultra thin, only 80 um thick, porous, highly absorptive membrane for binding DNA/RNA

Optional Accessories

FP-997	QG-810 Additional 8-Tube Holder Set	\$365.00
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Optional Extended Service Contract

SVS-FI810S	Extended Depot Warranty Service	\$1,800.00 /year
AutoGen will provide 12 month extended depot service for repairs including replacement of parts, labor and shipping.		

Necessary Consumable Kits

FK-DTS	QuickGene-810 DNA Tissue Kit-96	\$250.00
FK-DBS	QuickGene-810 DNA Blood Kit-96	\$250.00
FK-PLS2	QuickGene-810 DNA Plasmid Kit-96	\$250.00
FK-RTS2	QuickGene-810 RNA Tissue Kit-96	\$445.00
FK-RCS2	QuickGene-810 RNA Cell Kit-96	\$445.00
FK-RBS	QuickGene-810 RNA Blood Kit-96	\$500.00

LIST PRICE	\$13,650.00
SHIPPING	\$150.00
QUOTE TOTAL	\$13,800.00

Balance Due Upon Receipt of Equipment

Robert J. Sullivan
 Authorized Signature