



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.



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
 LBS12135

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 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 03/23/2012	TERMS OF SALE Net 30 ARO	SHIP VIA Best Way	F.O.B. Destination	FREIGHT TERMS Prepaid
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BID OPENING DATE: 04/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR PUBLIC HEALTH (BPH), OFFICE OF LABORATORY SERVICES REQUEST A QUOTE TO PROVIDE AN OPEN-END CONTRACT FOR REAGENT KITS FOR HEPATITIS A, B, C AND HUMAN IMMUNODEFICIENCY VIRUS (HIV). VENDOR TO PROVIDE AND MAINTAIN THE FULLY AUTOMATED SELF-CONTAINED PROCESSING SYSTEM NEEDED TO PERFORM TESTING AT NO ADDITIONAL COST TO THE OFFICE OF LABORATORY SERVICES.						
***BID OPENING: APRIL 26, 2012 @ 1:30 PM						
LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						
THIS IS A RE-BID OF LBS12062						
0001	9,600	EA		475-00-99-001	\$1.875/test 480 tests/kit \$900.00/kit	\$18,000.00
HUMAN IMMUNODEFICIENCY VIRUS (HIV)						
* Optional Product Pricing offered for HIV Combo Cat. 26217 See attached letter BIO-RAD PRODUCT NUMBER: 32588 OR EQUAL						
0002	768	EA		475-00-99-001	\$5.09/test 192 tests/kit \$977.28/kit	\$3,909.12
HEPATITIS A IMMUNOGLOBULIN M (HEPA-IGM)						

RECEIVED
 2012 APR 25 AM 9:35
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 800-666-8111 x 1761 DATE: 4/24/2012

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.

4-24-12
4-24-12
* ~~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 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>.~~

*See Attached Letter

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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).



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 6565 185th Avenue NE
 Redmond, WA 98052

VENDOR

SHIP TO

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

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03/23/2012	Net 30 ARO	Best way	Destination	Prepaid

BID OPENING DATE: 04/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	6,720	EA	193-40	BIO-RAD PRODUCT NUMBER: 72495 OR EQUAL. HEPATITIS B - SURFACE ANTIGEN (HBSAG)	\$1.20/test 480 tests/kit \$1,200.00/kit	\$16,800.00
0004	350	EA	193-40	BIO-RAD PRODUCT NUMBER: 32591 OR EQUAL. HEPATITIS B - SURFACE ANTIGEN CONFIRMATORY	\$9.00/test 25 tests/kit \$225.00/kit	\$3,150.00
0005	7,488	EA	193-40	BIO-RAD PRODUCT NUMBER: 32594 OR EQUAL. HEPATITIS B - CORE-ANTIBODY (ANTI-HBC)	\$5.09/test 192 tests/kit \$977.28/kit	\$38,113.92
0006	1,920	EA	193-40	BIO-RAD PRODUCT NUMBER: 26186 OR EQUAL. HEPATITIS B SURFACE ANTIBODY (ANTI-HBS)	\$2.60/test 192 tests/kit \$499.20/kit	\$4,992.00

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0007	768	EA	193-40	BIO-RAD PRODUCT NUMBER: 25220 OR EQUAL. HEPATITIS B CORE-IGM (HEPV-IGM)	\$5.09/test 192 tests/kit \$977.28/kit	\$3,909.12
0008	7,680	EA	193-40	BIO-RAD PRODUCT NUMBER: 26174 OR EQUAL. HEPATITIS C (HCV)	\$6.75/test 480 tests/kit \$3,240.00/kit	\$51,840.00
0009	18	BT	193-40	BIO-RAD PRODUCT NUMBER: 930740 OR EQUAL. HEPATITIS C (HCF) WASH SOLUTION, 150 ML BTL.	\$0.00/bottle	\$0.00
0010	6	BT	193-40	BIO-RAD PRODUCT NUMBER: 933730 OR EQUAL. HEPATITIS C (HCV) STOP SOLUTION - 500 ML BTL.	\$0.00/bottle	\$0.00

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<p>BIO-RAD PRODUCT NUMBER: 933040 OR EQUAL.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 06/15/2012 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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 UNDER THE OPEN MARKET CLAUSE.</p>						

SIGNATURE: *Carolee Stobbe* TELEPHONE: 800-666-8111 x 1761 DATE: 4/24/2012

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<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>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. 01/17/2012</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Amette [Signature]</i>	TELEPHONE 800-666-8111 x 1761	DATE 4/24/2012
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<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE 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.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>****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: ROBERTA WAGNER/FILE 22</p> <p>RFQ. NO.: LBS12135</p> <p>BID OPENING DATE: APRIL 26, 2012</p> <p>BID OPENING TIME: 1:30 PM</p>						

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<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----425-498-1757-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p style="text-align: center;">-----Janette J. Stockert-----</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>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.</p> <p>EXHIBIT 4</p> <p>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</p>						

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SIGNATURE <i>Janette J. Stockert</i>	TELEPHONE 800-666-8111 x 1761	DATE 4/24/2012
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<p>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.</p> <p>REV. 3/88</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 04/10/2012. 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:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

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SIGNATURE <i>Janette Dockett</i>	TELEPHONE 800-666-8111 x 1761	DATE 4/24/2012
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***** THIS IS THE END OF RFQ LBS12135 ***** TOTAL:						\$140,714.16

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

Summary:

An open ended contract to purchase reagent kits for Hepatitis A, B, C and Human Immunodeficiency Virus (HIV) Kits, to be run on an automated self-contained processing system. Vendor must provide and maintain processing system at no additional cost to the Office of Laboratory Services for use by the Diagnostic Immunology Section.

Volume:

Name of Analyte	Projected Annual Test Usage
Human Immunodeficiency Virus (HIV)	9600
Hepatitis A Immunoglobulin M (HepA-IgM)	768
Hepatitis B Surface Antigen (HBsAg)	6720
Hepatitis B Surface Antigen Confirmatory	350
Hepatitis B Core- Antibody (Anti-HBc)	7488
Hepatitis B Surface Antibody (Anti-HBs)	1920
Hepatitis B Core-IgM (HepB-IgM)	768
Hepatitis C (HCV)	7680
Hepatitis C (HCV) Wash Solution	18 Bottles
Hepatitis C (HCV) Stop Solution	6 Bottles

Note: the number of tests provided is for bidding purpose only and the vendor will be required to provide the quantity of tests needed, be it more or less.

General Specifications:

1. The Vendor must be able to provide each of the assays listed in the "Individual Test Assay Specification" Section. Vendors unable to offer all of the test assays will be disqualified from consideration for the contract.
2. All assays must utilize a form of Enzyme Immunoassay.
3. All assays must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test use.
 - a. Proof of FDA approval should be included with the vendor's response
 - b. A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.
4. All assay kits or any independent reagents needed to complete the test must have at least 90 day expiration date (i.e. shelf life) remaining at the time the kits or reagents are received by the laboratory.

- a. If items have less than 90 day expiration date, the item will be replaced by the vendor at no additional cost to OLS.
5. All assay kits must be FDA approved to utilize the following specimen matrix type. - Serum.
6. Universal reagents that can be used between kit analyte types are preferred.
7. Vendor must provide with the RFQ a list of all consumables needed to perform the test.
 - a. List must indicate which consumables are included in the quote and would be considered "no charge items"
 - b. List must indicate cost of consumables that are not included in the quote. This additional cost will be considered when evaluating the quote.

Individual Test Assay Specifications

1. **Assay kit for detection of Anti-HAV IgM**
 - Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test use for both adult and pediatric (from birth) patients.
 - Assay must be approved by the FDA for use with human serum.
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
2. **Assay kit for detection of Hepatitis B Surface Antigen (HBsAg)**
 - Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum
 - Assay must be approved by FDA for testing of specimens from cadavers
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
3. **Assay kit for the confirmation of Hepatitis B Surface Antigen**
 - Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum
 - Assay must also be approved by FDA for testing of specimens from cadavers
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
4. **Assay kit for detection of Hepatitis B Core Anti-body (Anti-HBc)**
 - Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum.
 - Proof of FDA approval should be included with the vendor's response to the RFQ

- *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
5. **Assay kit for detection of Hepatitis B Surface Anti-body (Anti-HBs)**
- Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum.
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
 - Assay must be able to detect between 0-1000 mIU/ml (million International units per milliliter)
6. **Assay kit for detection of Hepatitis Core Antibody- IgM (HepB-IgM)**
- Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum.
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
7. **Assay kit for detection of Hepatitis C virus (HCV)**
- Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum
 - Assay must also be approved by FDA for testing of specimens from cadavers
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
 - Assay must have at least 99.5% specificity
8. **Assay kit for detection of Human Immunodeficiency Virus**
- Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum
 - Assay must also be approved by FDA for testing of specimens from cadavers
 - Assay must be FDA approved for the detection of HIV-1, HIV-1 Group O and HIV2.

Instrumentation/Equipment Specifications

1. Equipment design requirements (i.e. "footprint") must not exceed the area established for the current testing laboratory.

- Vendor's system must not exceed an area of 50x50x34 inches
 - Vendor's system must not exceed a maximum door clearance of 36 inches
 - Vendor's system must meet the following power requirements
 - Not to exceed electrical input of 220 VAC
 - Frequency between 47- 63 Hz
2. Vendor must supply computer, monitor, printer, software, cables. UPS and any other components necessary for operation of the test equipment.
 3. The instrument should be controlled by a high performance microprocessor:
 - The system must have a safe memory for programs with a file protection scheme.
 - The user must be able to protect programs against unauthorized modifications
 - Software must be menu driven
 4. The system software must provide electronic file storage and retrieval capabilities as well as printed data records.
 5. Instrumentation must include at least the following
 - Must be an integrated fully automated platform system.
 - Must have lot and expiration management for reagents and kits
 - Must have the capability of positive identification of samples
 - Must have automated reagent and specimen pipetting capabilities
 - Must have the capability of positive identification of reagents from multiply kits and microplates.
 - Must have barcode capability
 - If system uses pipette tips, system must have liquid level and clot detection
 6. If pipette tips are required for the system
 - The pipette tips must be included from the vendor (not a third party vendor) at no additional charge.

Equipment Ownership/Maintenance/Technical Assistance

Requirements:

1. Vendor must remain the owner and retain the title of equipment.
2. All instrumentation provided by the vendor shall be maintained at the vendor's expense during the term of the contract.
3. All Preventative Maintenance service visits to the Office of Laboratory Services shall be provided at no additional charge to OLS.
4. Vendor technical assistance via telephone must be available within 30 minutes during normal business hours (Monday through Friday, 8:00 AM – 4:30 PM, Eastern Standard Time) and within two hours during non-business hours for reported problems.

5. On-site technical assistance must be guaranteed within twenty-four hours of any reported equipment failure for which in-house or over the phone troubleshooting was unsuccessful.
6. Any reagent kits required for routine maintenance of the equipment must be provided at no extra cost to OLS.

Training/Installation Requirements:

1. Delivery of equipment must be within 90 days of the approved purchase order.
2. Vendor must provide a company representative for installation and training. Subcontracting of these services shall not be acceptable to the State of West Virginia.
3. Vendor must provide technical training at the vendor cost for at least one technologist per instrument in regards to assay performance, troubleshooting preventative maintenance, and quality control. Vendor will also provide subsequent onsite technical training to pertinent testing personnel in regards to assay performance, trouble shooting, preventative maintenance and quality control as needed by OLS. *Instrument Currently onsite and technologist has already received training on instrument

Delivery/Shipping Requirements:

1. To be F.O.B. Destination, unless vendor states otherwise in submitted quotation.
2. Delivery of assay, additional reagents or supplies must be guaranteed within five working days after receipt of an order.

Insurance Requirements:

VENDOR, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. VENDOR shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of VENDOR, its agents and employees in the following amounts:

1. For bodily injury (including death): Minimum of \$1,000,000 (one million dollars) per occurrence.
2. For property damage: Minimum of \$1,000,000 (one million dollars) per occurrence.
3. Professional liability: Minimum of \$1,000,000 (one million dollars) per occurrence. * See Addendum NO. 2
4. West Virginia Workers Compensation Certificate (or letter stating your company does not employ any WV Residents).
5. Certificates of Insurance are required prior to award but are not required at the time of bid. The vendor shall present evidence of insurance at the time of award. The State of West Virginia shall be named the Certificate Holder.

Contract will become effective 6/15/2012 and extend for a period of one year. At the end of one year, the contract may be renewed upon mutual consent of both parties under the same terms and conditions as the original contract for two (2) one (1) year periods.

4-24-1 *Not Applicable
State of West Virginia

VENDOR PREFERENCE CERTIFICATE

0017

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.

RFQ Cost Sheet

0016

Bidders must provide the cost for the following:

Item	Description	Bio-Rad product Number or Equivalent	Expected # of tests per year	# Tests Per Kit	Kit Price
1	Human Immunodeficiency Virus (HIV)	32588	9600	480	\$900.00
2	Hepatitis A Immunoglobulin M (HepA-IgM)	72495	768	192	\$977.28
3	Hepatitis B Surface Antigen (HBsAg)	32591	6720	480	\$1,200.00
4	Hepatitis B Surface Antigen Confirmatory	32594	350	25	\$225.00
5	Hepatitis B Core- Antibody (Anti-HBc)	26186	7488	192	\$977.28
6	Hepatitis B Surface Antibody (Anti-HBs)	25220	1920	192	\$499.20
7	Hepatitis B Core-IgM (HepB-IgM)	26174	768	192	\$977.28
8	Hepatitis C (HCV)	930740	7680	480	\$3,240.00
9	Hepatitis C (HCV) Wash Solution	933730	18 bottles	Bottle	\$0.00
10	Hepatitis C (HCV) Stop Solution	933040	6 bottles	Bottle	\$0.00

Total \$ 140,714.16

*See Price Exhibit 1 for
Additional no charge items

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

Vendor Name: Bio-Rad Laboratories, Inc. Phone Number: (425) 498-1761Vendor Address: 6565 185th Avenue N.E. Fax Number: (425) 498-1757Redmond, WA 98052 Email Address: janette.stockert@bio-rad.comPayment Remit To Address: P.O. Box 849740Los Angeles, CA 90084-9740

Vendor Signature:



Date:

4/24/2012

STATE OF WEST VIRGINIA
Purchasing Division

0018

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.

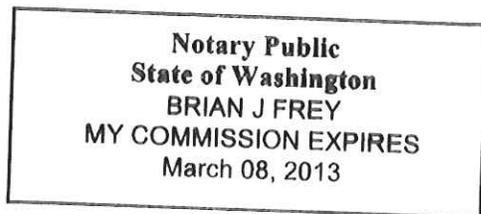
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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 SIGNATUREVendor's Name: Bio-Rad Laboratories, Inc.Authorized Signature:  Date: 4/24/2012State of WashingtonCounty of King, to-wit:Taken, subscribed, and sworn to before me this 23 day of January, 2012.My Commission expires March 08, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC 



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
 LBS12135

PAGE
 1

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/11/2012	Net 30 ARO	Best Way	Destination	Prepaid

BID OPENING DATE: 04/26/2012 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.: LBS12135						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATIONS, ETC.						
ADDENDUM NO.'S:						
NO. 1...Date 4/11/2012						
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>Roberta Wagner</i>	TELEPHONE 800-666-8111 x 1761	DATE 4/24/2012
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
 Department of Administration
 Purchasing Division
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 Post Office Box 50130
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**Request for
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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: right;">  SIGNATURE Janette J. Stockert Bio-Rad Laboratories, Inc. COMPANY 4/24/2012 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 x 1761	DATE 4/24/2012
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

Page <u> </u> of <u> </u> Pages	Requisition / P.O. No.: LBS12135
File:	Acct. No.: multi
Spending Unit: DHHR/OLS	

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>VENDOR QUESTION #1:</p> <p>On page 7 of the RFQ it request vendors must accept the Sate of West Virginia Visa purchasing card for payment of all orders placed. Currently Abbott Diagnostics is not set up to accept this type of payment. Will this automatically exclude Abbott from the bid? Is there an acceptable alternative?</p> <p>RESPONSE:</p> <p>It is a requirement of the RFQ that vendors must accept the State of West Virginia Visa purchasing card for payment. Vendors that do not accept the State of West Virginia Visa purchasing card will not meet the specifications of the RFQ and will be disqualified.</p> <p>No, there is no other acceptable alternative.</p>		



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

WV PURCHASING ACT SECT Fax 304-558-4115

Apr 24 2012 09:27am P001/003

**Request for
 Quotation**

RFQ NUMBER
LBS12135

PAGE
1

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/24/2012	Net 30 ARO	Best Way	Destination	Prepaid
BID OPENING DATE: 04/26/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
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.: LBS12135						
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... Date 4/11/2012						
NO. 2... Date 4/24/2012						
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.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Conner Stoddard</i>	TELEPHONE 800-666-8111 x 1761	DATE 4/24/2012
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
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

WV PURCHASING ACA SECT Fax 304-558-4115

Apr 24 2012 09:28am P002/003

**Request for
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BID NUMBER
LBS12135

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2

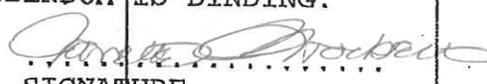
ADDRESS CORRESPONDENCE TO ATTENTION OF
**ROBERTA WAGNER
 304-558-0067**

*709065635 01 800-666-8111
**BIO RAD LABORATORIES INC
 6565 185TH AVENUE NE
 REDMOND WA 98052**

**HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES**

**167-ELEVENTH AVENUE
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SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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0003

WVCS (Rev. 01/10/07)

**STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET**

Page _____ of _____ Pages	Requisition / P.O. No.: LB812135
FBA:	Acct. No.: multi
Spending Unit: DHHR/OLS	

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>VENDOR QUESTION #1:</p> <p>Under the Insurance Requirements section; Bio-Rad respectfully asks that the first sentence be revised as follows: "VENDOR, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents."</p> <p>RESPONSE:</p> <p>Please remove the word "solely" from the RFQ.</p> <p>VENDOR QUESTION #2:</p> <p>In addition, Bio-Rad is asking that #3 Professional liability be removed as this is not applicable.</p> <p>RESPONSE:</p> <p>Please remove #3 Professional liability from the RFQ.</p>		

April 24, 2012

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

Dear Ms. Wagner:

GENERAL TERMS AND CONDITIONS

Please revise clause #13 to read as follows: HIPPA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPPA Business 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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."

Agreed to and accepted this ___ day of January, 2012.

Bio-Rad Laboratories, Inc.

State of West Virginia

By: *Janette J. Stockert*
Name: Janette J. Stockert

By: _____
Name: _____

Title: Contract Administration Supervisor

Title: _____

Bio-Rad Laboratories, Inc.

JJS:CH



**Bio-Rad
Laboratories, Inc.**

*Clinical Diagnostics Group
6565 185th Avenue NE
Redmond, Washington 98052
Phone: 425-881-8300
Fax: 425-498-1650*

Date: 4/24/2012

Price Exhibit 1

CONFIDENTIAL

INSTRUMENTATION USE AGREEMENT

USER

State of West Virginia
Health of Human Resources
BPH – Laboratory Services
167 – Eleventh Avenue
South Charleston, WV 25303
Attention: Roberta Wagner

SUPPLIER OF INSTRUMENTATION

Bio-Rad Laboratories, Inc
6565 185th Ave N.E.
Redmond, WA 98052-5039
Attention: Janette J. Stockert

INSTRUMENTATION SUPPLIED

The following equipment is included at no charge and is currently onsite

<u>Cat. #</u>	<u>Description</u>	<u>Quantity</u>
89700DR	Evolis™ Microplate Processor	1
4260206	Evolis UPS	1

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

Department _____
No. & Street _____
City _____
State & Zip _____

TERMS AND CONDITIONS

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

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

3. The User shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against the Instrumentation by any individual, company, corporation, or other form of business organization with the exception of Bio-Rad or its assigns.
4. The User shall take proper care of the Instrumentation and shall not make any alterations, additions, or improvements to the Instrumentation without the prior written consent of Bio-Rad. The User shall not permit anyone other than a Bio-Rad Representative to service or repair the Instrumentation without the prior written consent of Bio-Rad.
5. Service Coverage
 - 5.1 At no additional cost to Customer, Bio-Rad will provide telephone assistance 24 hours per day, 365 days per year.
 - 5.2 As part of this Agreement, Bio-Rad or Bio-Rad appointed personnel will provide on-site service, as needed, to keep the Equipment in good working order. On-site service will be provided, at no cost to customer, Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding national holidays. On-site extended service coverage (Saturday, Sunday, and/or holidays) is available, but is not included in this Agreement. See Signature Service Agreement Rate Schedule currently effective for "Extended Reagent Rental Service Coverage" charges.
 - 5.3 Bio-Rad will not be required to pay the cost of any damage to the Equipment caused by Customer's negligence, abuse, or alteration of the Equipment, or by any service performed by unauthorized personnel.
 - 5.4 Customer agrees that only Bio-Rad appointed personnel are to service the Equipment.
 - 5.5 Customer agrees to utilize only Bio-Rad approved reagents, calibrators, and disposables on the Equipment.
 - 5.6 Bio-Rad shall not be responsible for the moving (de-installation and re-installation) of equipment from one lab to another, additional operator training, and/or any other extra services not specified in this Agreement. Bio-Rad will make a good faith effort to repair any equipment covered under this Service Agreement. Repairs required by any of these things or extra services provided by Bio-Rad (moving equipment, additional operator training, etc) will be performed at Customer's expense at the prevailing Time & Materials rates in effect at the time.
 - 5.7 At no additional cost to Customer, Bio-Rad will provide two Preventive Maintenances. Preventive Maintenance will be scheduled with the customer in advance and include the lubrication, cleaning, calibration, alignment, and verification of accuracy and performance of the instrument.
6. Either party upon giving 60 days written notice to the other party can terminate this agreement at any time. After such termination, Bio-Rad may enter upon the User's premises and without any court order or other process of law, repossess and remove the Instrumentation with or without notice to the User.
7. Transportation charges to (and where applicable from) the place of business of the customer for the Equipment shall be borne by Bio-Rad.

AGREED TO AND ACCEPTED BY:

West Virginia State Health and Human Resources

Bio-Rad Laboratories, Inc.

Authorized Representative


Janette J. Stockert

Title

Government Contracts Administration
Supervisor/Paralegal

Title

Date

4/24/2012

Date

Purchase Order No.



**Bio-Rad
Laboratories, Inc.**

*Clinical Diagnostics Group
6565 185th Avenue NE
Redmond, Washington 98052
Phone: 425-881-8300
Fax: 425-498-1650*

PRICE AGREEMENT – No. BT 7876

State of West Virginia
Health and Human Resources
BPH Laboratories Services
167-Eleventh Avenue
South Charleston, WV 25303

Date: 4/24/2012

Your Reference: LBS12135

F.O.B.: Destination

Our Reference: BT 7876

Route: Best Way

Terms: Net 30 days from date of invoice

Shipment can be made 60 - 90 days for instrument and 3 - 5 days for reagents after receipt of order.

Any terms and conditions contained in Customer's purchase order form shall be null and void unless specifically agreed to in writing by Bio-Rad.

NOTE: Bio-Rad will only ship to end-user. Pricing quoted to United States and its possessions only

ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE
20	HIV-1/2 Plus O, 480 Test Kit Cat. # 32588	\$900.00
4	Monolisa Anti-HAV IgM EIA, 192 Test Kit Cat. # 72495	\$977.28
14	HBsAg 3.0 EIA, 480 Test Kit Cat. # 32591	\$1200.00
14	HBsAg 3.0 Confirmatory Assay Cat. # 32594	\$225.00
39	Monolisa Anti-HBc EIA, 192 Test Kit Cat. # 26186	\$977.28
10	Monolisa Anti-HBs EIA, 192 test Kit Cat. # 25220	\$499.20
4	Monolisa Anti-HBc IgM EIA, 192 Test Kit Cat. # 26174	\$977.28
19	HCV EIA v3.0, 480 Test Kit Cat. # 930740	\$3,240.00
18	Ortho HCV Wash Solution Cat. # 933730	\$0.00
6	Ortho HCV Stop Solution Cat. # 933040	\$0.00

1	Anti-HAV IgM, Monolisa Barcode Kit Cat. # 26190	\$0.00
1	Anti-HBs EIA Barcode Kit Cat. # 25280	\$0.00
1	GSC HBsAG 3.0 Barcode Kit Cat. # 25115	\$0.00
1	GSC HBsAG 3.0 Confirmatory Barcode Kit Cat. # 25163	\$0.00
1	Barcode Kt, HIV-1/2 PLUS-O Seq Cat. # 25064	\$0.00
1	Monolisa Anti-HBc Barcode Kit Cat. # 26184	\$0.00
1	Monolisa Anti-HBcIgM Barcode Kit Cat. # 26185	\$0.00
1	Monolisa Anti-HBs Calibrator Kit Cat. # 25219	\$0.00
1	ODS Ortho HVC 3.0 Barcode Kit Cat. # 31113	\$0.00
8	Tips, Conductive, 1100ul, 960/Box Cat. # 25098	\$0.00
43	Tips Conductive, 300ul, 960/Box Cat. # 25097	\$0.00
1	Performance Evaluation Kit, Evo Cat. # 89894	\$0.00

Bio-Rad agrees to hold firm quoted prices for 36 months.

(Note: Please fax any correspondence to 1-425-498-1757
Or email to bid_coordination@bio-rad.com)

This quotation is good for thirty (30) days from date of issue.

Quotation submitted by:



 Janette J. Stockert
 Government Contracts Administration
 Supervisor/Paralegal

JJS / CH