



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 26 - Medical

Proc Folder: 161808

Doc Description: CHEMISTRY ANALYZER AND REAGENTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-01	2016-05-03 13:30:00	CRFQ 0506 MMB1600000012	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON
 US

WV 25305

Vendor Name, Address and Telephone Number:

Thermo Fisher Scientific
 Healthcare Market
 9999 Veterans Memorial Drive
 Houston, Texas 77038
 281-820-9898

REC'D DATA PURCHA APP 04 2016 09:07 PM

05/05/16 08:59:40
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 658-0067
 april.e.battle@wv.gov

Signature X

FEIN # 23-2942737

DATE 5/2/2016

All offers subject to all terms and conditions contained in this solicitation

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO MMB1600000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Fisher HealthCare, a division of Thermo Fisher Scientific

Company



Authorized Signature

5/4/14

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Fisher Healthcare

Authorized Signature: [Signature] Date: 5/4/16

State of PA

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 4 day of may, 2016.

My Commission expires MARCH 1, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Fisher Healthcare

Authorized Signature: [Signature] Date: 5/4/16

State of PA

County of Allegheny to-wit:

Taken, subscribed, and sworn to before me this 4 day of May, 2016.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Thomas Fisher Scientific Signed: [Signature]
Date: 5/4/20X Title:



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
28 -- Medical

Proc Folder: 161808

Doc Description: ADD #3 CHEMISTRY ANALYZER AND REAGENTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-22	2016-05-05 13:30:00	CRFQ 0508 MMB1600000012	4

BIDDER INFORMATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

REFERENCE

Vendor Name, Address and Telephone Number: *Thermo Fisher Scientific
Healthcare Market
9999 Veterans Memorial Drive
Houston, Texas
281820 9898*

FOR INFORMATION CONTACT THE BUYER

April Battle
(304) 558-0067
april.e.battle@wv.gov

Signature X *[Signature]* FEIN # 23-2942737 DATE May 4, 2016

All offers subject to all terms and conditions contained in this solicitation

Pricing Page

CRFQ MMB160000012 Chemistry Analyzers & Reagents

Item Description	Catalog #	# of Units	Cost per Unit	Total Cost
3.1.1 Dimension EXL 200 chemistry analyzer or equal	778041.911	1		
OCD VITROS 350 CHEMISTRY SYSTEM-Basic	6802153-B	1	\$ 60,000.00	\$ 60,000.00
3.1.2 Syngo Lab Connectivity Manager Kit or equal	10783016	1	N/A	N/A
3.1.3 Millipore AFS16 Water Purification System, ZAFS 601 60 or equal	N/A	1	Not Needed for Analyzer Proposed	Not Needed for Analyzer Proposed
3.1.4 On-site Training	N/A	1	Included in Analyzer Price	Included in Analyzer Price
Sub Total A:				\$ 60,000.00

* CAT NUMBER DIFFERENT THAN BELOW FOR EQUIVALENT OCD TEST

* Kit sizes are different for OCD kits vs. Siemen's kit sizes listed below.

Item Description	CPR Billing Description	Catalog #	Number of test ran per week	Estimated # of Kits Annual Usage	# Test Per Kit	Estimated # of Annual Test	Price Per Test	Price Per Kit	Estimated Annual Cost
3.1.5 Albumin	Albumin	10444975	20	3	480	1,200	\$ 0.29	\$ 71.96	\$ 345.41
3.1.6 Blood Urea Nitrogen	Urea Nitrogen	10444969	20	3	480	1,200	\$ 0.29	\$ 86.35	\$ 345.36
3.1.7 Calcium	Calcium	10444949	20	3	480	1,200	\$ 0.29	\$ 86.35	\$ 345.36
3.1.8 Cholesterol	Cholesterol	10444891	20	3	480	1,200	\$ 0.37	\$ 112.29	\$ 449.16
3.1.9 Creatinine	Creatinine	10444968	20	3	480	1,200	\$ 0.29	\$ 86.35	\$ 345.36
3.1.10 Enzymatic Carbonate	Carbonate (CO2 Enzymatic)	10444972	20	4	360	1,200	\$ 0.29	\$ 86.35	\$ 345.36
3.1.11 Liquid Glucose	Glucose	10444971	20	1	1440	1,200	\$ 0.29	\$ 86.35	\$ 345.36
3.1.12 Phosphorus	Phosphorus	10444951	20	3	480	1,200	\$ 0.37	\$ 112.29	\$ 449.16
3.1.13 Total Bilirubin	Bilirubin total	10444957	20	3	480	1,200	\$ 0.29	\$ 86.35	\$ 345.36
3.1.14 Total Protein	Total Protein	10444979	20	3	480	1,200	\$ 0.29	\$ 71.96	\$ 345.36
3.1.15 ALTI	GPT/ALT	10475530	20	5	240	1,200	\$ 0.29	\$ 71.96	\$ 345.41
3.1.16 Alkaline Phosphatase	Alkaline Phosphatase	10444953	20	4	360	1,200	\$ 0.29	\$ 86.35	\$ 345.36
3.1.17 Creatine Kinase	Creatine Kinase	10464511	20	3	480	1,200	\$ 0.37	\$ 112.29	\$ 449.16
3.1.18 GGT	Gamma Glutamyl Transferase	10444960	20	5	288	1,200	\$ 1.93	\$ 482.60	\$ 2,316.48
3.1.19 GOT/AST	Aspartate Aminotransferase AST/GOT	10444959	20	4	360	1,200	\$ 0.29	\$ 86.35	\$ 345.41
3.1.20 Direct Bilirubin	Direct Bilirubin	10444956	20	4	320	1,200	\$ 0.37	\$ 112.29	\$ 449.16
3.1.21 TGL	Triglyceride	10444908	20	3	480	1,200	\$ 0.37	\$ 112.29	\$ 449.16
3.1.22 Ammonia	Ammonia	10444954	5	3	120	300	\$ 2.85	\$ 256.21	\$ 854.04
3.1.23 Amylase	Amylase	10444965	5	2	240	300	\$ 1.93	\$ 173.74	\$ 579.12
3.1.24 Liquid Lipase	Lipase	10480277	5	3	120	300	\$ 1.93	\$ 173.74	\$ 579.12
3.1.25 Magnesium	Magnesium	10444963	5	3	120	300	\$ 0.37	\$ 33.69	\$ 112.29
3.1.26 Iron	Iron	10444945	5	2	240	300	\$ 1.93	\$ 173.74	\$ 579.12
3.1.27 Carbamazepine	Carbamazepine	10444930	10	8	80	600	\$ 3.54	\$ 318.45	\$ 2,123.04
3.1.28 Lithium	Lithium	10444939	10	7	80	560	\$ 3.54	\$ 318.45	\$ 1,981.50
3.1.29 Phenobarbital	Phenobarbital	10444933	10	7	80	560	\$ 3.88	\$ 504.94	\$ 2,175.15
3.1.30 Phenytoin	Phenytoin	10444940	10	5	112	560	\$ 3.54	\$ 318.45	\$ 1,981.50
3.1.31 Valproic Acid	Valproic Acid	10444943	15	11	80	900	\$ 3.88	\$ 1,165.25	\$ 3,495.78

3.1.32	MMB	CKMB (Mass)	10444904	5	2	160	300	\$ 7.44	\$ 669.35	\$ 2,231.19
3.1.33	ALDL	LDL Cholesterol	10444890	20	12	120	1,200	\$ 1.98	\$ 1,189.36	\$ 2,378.78
3.1.34	Automated HDL Flex	HDL Cholesterol	10484332	20	5	240	1,200	\$ 1.93	\$ 173.74	\$ 2,316.48
3.1.36	IBCT	Iron binding capacity	10444844	5	2	240	300	\$ 3.50	\$ 1,048.54	\$ 1,048.53
3.1.36	QuikLYTE Dilution Check		10444872		2					
3.1.37	QuikLYTE Flush Solution		10445051		3					
3.1.38	QuikLYTE IMT Cartridge		10445058		12					
3.1.39	QuikLYTE Sample Diluent		10444874		2					
3.1.40	QuikLYTE Standard A		10444878		4					
3.1.41	QuikLYTE Standard B		10444881		4					
3.1.42	Salt Bridge Solution		10444873		4					
3.1.43	ALDL Calibrator		10444996		2					
3.1.44	AMON Calibrator		10444995		1					
3.1.45	Automated HDL Calibrator		10484328		1					
3.1.46	CHEM I Calibrator /ECRE		10445009		5					
3.1.47	CHEM II Calibrator		10444997		1					
3.1.48	CHOL Calibrator		10444998		1					
3.1.49	CKI/MBI Calibrator		10484508		1					
3.1.50	Chem Wash		10445052		8					
3.1.51	Cuvette Cartridge		10445042		18					
3.1.52	Dimension CHK		10481507		15					
3.1.53	Dimension Multi 2 Sample Diluent		10483586		1					
3.1.54	Drug II Calibrator Rev		10445005		2					
3.1.56	Enzymatic Carbonate Calib		10445015		1					
3.1.56	Enzyme I Calibrator		10284680		1					
3.1.57	Enzyme Diluent		10444870		1					
3.1.58	Enzyme II Calibrator		10476170		1					
3.1.59	Enzyme Verifier		10445016		1					
3.1.60	LOCI CTNI Sample Diluent		10445205		1					
3.1.61	LOCI Thyr Cal		10484354		4					
3.1.62	Liquid Lipase Calibrator		10480278		1					
3.1.63	MMB Calibrator		10445023		1					
3.1.64	Printer Paper - Dimension		10445050		5					
3.1.65	Probe Cleaner, Reagent		10445036		20					
3.1.66	Rev Drug Calibrator		10445014		2					
3.1.67	Rev Hetero Mod Vessels		10445044		8					
3.1.68	Revised Iron Calibrator		10445010		1					
3.1.69	Sample Diluent - SDPLUS		10444875		1					
3.1.70	Sample Probe Cleaner		10445035		4					
3.1.71	Small Sample Cups		10445040		4					
3.1.72	Smpl Cups w/Lids (1.5mL)		10445041		1					
3.1.73	Special Protein Calibrator		10445028		1					
3.1.74	T4 Calibrator		10445029		1					
3.1.76	TBI/DBI Calibrator		10445013		1					
3.1.76	TP/ALB Calibrator		10444993		1					
3.1.77	TU Calibrator		10459406		1					

*Annual Consumables for the above listed assays have different catalog numbers than above. See attached line item pricing for detail.

Total Annual Cost for Reagents and Consumables

	\$	15,100.88
SubTotal \$:	\$	45,897.89

Costs: Technician Rate for Corrective Maintenance Work. This is an estimate only and actual hours needed at the facility will be provided by the successful bidder as needed, whether it be more or less. This hourly rate will remain firm for the life of the contract.

			Hourly Rate	Annual Cost
3.1.78.1	24 hours	Rates for normal business hours for corrective maintenance (repairs) =	\$	\$
3.1.78.2	24 hours	Rates for after normal business hours for corrective maintenance (repairs) =	\$	\$
3.1.78.3	24 hours	Rates for weekend hours for corrective maintenance (repairs) =	\$	\$
3.1.78.4	8 hours	Rates for holiday hours for corrective maintenance (repairs) =	\$	\$
3.1.78.7		\$10,000.00 x Parts shall be provided at cost (including shipping cost billed to vendor for parts) + % mark-up (Not to exceed 10%)	\$	\$

Sub Total C: \$

Sub Total A: Equipment

\$

Sub Total B: Reagents/Tests/Consumables

\$

Sub Total C: Maintenance/Repairs

\$

Grand Total Cost

\$

Evaluation and Award Criteria: Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost.

Thermo Fisher Scientific 9999 Veterans Memorial Drive
Vendor Name (Printed) Purchase Order Address

Houston, Texas 77038

2999 Veterans Memorial Drive Houston, Texas 77038
Vendor Remit-To Address:

Brian Barco Finance Director
Vendor Authorized Representative (Printed)

[Signature]
Signature

281 820 9899
Telephone

4122496059
Fax

Brian.Barco@thermofisher.com
E-mail

** 8-5 Mon-Fri Service is included for the four year term. Please insert the attached on service T's and C's into Fishers response*

SOLICITATION NUMBER: CRFQ 0506 MMB160000012

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

- 1) To provide modify the bid opening dated from May 3, 2016, at 1:30 PM EST to May 5, 2016, at 1:30 PM EST.
- 2) To provide the Purchasing Affidavit and Vendor Preference Certificate that must be included as part of the solicitation documents.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MMB160000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Thermo Fisher Scientific
Company

B. King
Authorized Signature

5/3/2016
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: CRFQ MMB1600000012

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ MMB1600000012 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time**
- Modify specifications of product or service being sought**
- Attachment of vendor questions and responses**
- Attachment of pre-bid sign-in sheet**
- Correction of error**
- Other**

Description of Modification to Solicitation: To answer questions submitted by vendor

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.**
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.**

SOLICITATION NUMBER: CRFQ MMB1600000012

Addendum Number: 2

Question 1: I was on vacation this week and returned home late last night. I opened the bid and it states there was a mandatory bid meeting on Thursday (April 7th) at 10:30 am. I was not aware of the meeting until late last night. It also states that failure to attend shall result in disqualification of the Vendor's bid. I need to know if we are eliminated from the bid?

Answer 1: The pre-bid meeting was a mandatory. Not attending does disqualify you from bidding.

Question 2: Specifications document 3.1.4 in service for laboratory staff
3.1.4.1 –states vendor shall provide on-site training to laboratory personnel upon delivery and set up of the equipment. It is highly recommended that a key operator medical technologist attend basic instrument training at the vendor training facility so that one on one training can be provided in the best learning environment.

Answer 2: On-site only training is a must.

Question 3: Will a key operator at MMB attend basic instrument training at the vendor training facility?

Answer 3: On-site only training will be done.

Question 4: How many MMB lab personnel need to be trained?

Answer 4: There would be a total of four (4) MMB personnel.

Question 5: 3.1.78 –service agreement for one dimension EXL 200, Syngo lab connectivity manager and Millipore water system.
3.1.78.1 –it states vendor shall provide routine coverage for preventative maintenance for 8 AM to 5 PM Monday through Friday except on federal and West Virginia state holidays.

3.1.78.2 –it states vendor shall if needed provide on-site corrective maintenance repairs during regular hours from 8 AM to 5 PM Monday through Friday, after hours of 5 PM to 8 AM Monday through Friday, weekends 5 PM Friday to Monday 8 AM, and/or holidays as needed.

SOLICITATION NUMBER: CRFQ MMB1600000012

Addendum Number: 2

Does MMB want routine service coverage Monday through Friday 8 AM to 5 PM 24 hours/7 days per week coverage?

Answer 5: MMB wants routine coverage for preventative maintenance Monday through Friday 8 AM to 5 PM 24/7 days per week coverage (3.1.78.1).

Question 6: Instructions to vendor submitting bids document Under the General terms and conditions number 3 -it states initial contract term extends for a period of one year. Renewal terms states 3 years successive one-year periods not to exceed 36 months in total.

What is the total contract term requested? (1 year + 3 years renewal = total 4 years)

Answer 6: The contract is for one year with the possibility of 3 renewals for a total of 4 years.

Question 7: Is customer allowed to send their technicians off-site for training or must all training be on the Bateman Hospital campus?

Answer 7: All training must be completed on the Bateman Hospital campus.

Question 8: Can we have a copy of the Executive Order to review. What reviews and reports might we be expected to provide? (on page 9 of Provisions Required for Federally Funded Procurements document)

Answer 8: See United States Department of Labor Executive Order 11246 attached.

Question 9: On page 3 of the INSTRUCTIONS TO VENDORS SUBMITTING BIDS Document, it refers to technical or cost proposal. Please detail the definitions of these as it relates to this bid.

Answer 9: The technical or cost proposal does not apply to this type of bid, it only applies to Request for Proposals.

United States Department of Labor
Office of Federal Contract Compliance Programs
Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, As Amended

-- DISCLAIMER --

Executive Order 11246 -- Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12315, 12335, 3 CFR, 1964-1965 Comp., p.306, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I -- Nondiscrimination in Government Employment:

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12965, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors:

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12088 of Oct. 5, 1978, 43 FR 46801, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who files action to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11775 of Oct. 13, 1967, 32 FR

14302, 3 CFR, 1966-1970 Comp., p. 284, EO 12066 of Oct. 5, 1978, 43 FR 46581, 3 CFR, 1978 Comp., p. 230, EO 13058 of April 8, 2014, 79 FR 20740, EO 13672 of July 21, 2014, 79 FR 42971

SEC. 203.

- a. Each contractor having a contract containing the provisions described in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such time and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in the case to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency relating workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe. Provided, That to the extent such information is within the exclusive jurisdiction of a labor union or an agency relating workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of its Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency relating workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with respect to information, to the effect that the agency's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the agency either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1969, 32 FR 34903, 3 CFR, 1965-1970 Comp., p. 894, EO 12066 of Oct. 5, 1978, 43 FR 46581, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 204.

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no requirement of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract; provided, that such an exemption will not interfere with or impede the effectiveness of the purposes of this Order; and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

[Sec. 204 amended by EO 13379 of Dec. 15, 2002, 57 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12066 of Oct. 5, 1978, 43 FR 46581, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12066 of Oct. 5, 1978, 43 FR 46581, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use the law, his efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available agencies and entities to cause any labor union engaged as work under Government contracts or any agency relating workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in

appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

GENERAL NOTE

The Contractor shall also be responsible for ensuring that the provisions of this Order are fully implemented in compliance with the provisions of this Order.

tation, to fall in this Section.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings are instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

The agency Secretary

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The Secretary shall take the action directed by the Secretary and shall report the results of the action to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

labor of Labor.

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

contracts Labor shall

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

agencies of the labor

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other persons who are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of such employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of such union or other agency conform to the purposes and provisions of this Order.

Department of Labor if order of the purpose.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

of or contract

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection (a) of this Section prior to imposing, or recommending the imposition of, penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(b) shall be made without affording the contractor an opportunity for a hearing.

Subpart B - Sanctions and Penalties

SEC. 206. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

in the provisions

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

material violation of the contract directly or

2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce these provisions, including, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent indirectly, compliance with the provisions of this Order.

under Title VII

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

agency or to

4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor at the time any contract is entered into.

initiated, or contract opportunity and upon a

5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or conditionally and the continuation of contracts may be conditioned upon future compliance approved by the Secretary of Labor.

contracts, with any of the contract and

6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any contractor who has failed to comply with the provisions of this Order, until such contractor has satisfied the Secretary of Labor that such contractor has established a compliance program which will ensure compliance with the provisions of this Order.

has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Non-Discrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaking pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 302 of this Order or each modification thereof, insuring in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the performance of those obligations. Each such applicant shall also undertake and agree (1) to submit and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with these contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such provisions imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12886 of Oct. 3, 1978, 43 FR 46801, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, expansion, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to which an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part; and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from establishing any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.
- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12886 of Oct. 3, 1978, 43 FR 46801, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order. Provided, that action to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and regulations prescribed in Section 302 of this Order and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12886 of Oct. 3, 1978, 43 FR 46801, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plan for Progress."

SEC. 403.

- a. Executive Orders Nos. 11899 (January 19, 1965), 11722 (August 5, 1967), 11925 (March 4, 1961), 11114 (June 22, 1963), and 11542 (July 26, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 11825 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, assignments, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect until revoked or superseded by appropriate authority. References in such directives or provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 43 FR 1035, 3 CFR, 1978 Comp., p. 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of

this Order and of the rules and regulations of the Secretary of Labor.

SEC. 4981. *This Order shall become effective thirty days after the date of this Order.*

SIGN IN SHEET

Request for Proposal No. CRPO MMB1600000012 PLEASE PRINT

Page of

Date: 4/7/16

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>LABSCO Siemens</u>	<u>594 Hancock Rd</u>	PHONE <u>412-600-1461</u>
Rep: <u>Paul Kovell</u>	<u>Pittsburgh Pa 15291</u>	TOLL FREE
Email Address: <u>pkovell@labSCO.com</u>		FAX
Company: <u>Thermo Fisher</u>		PHONE <u>304-610-6966</u>
Rep: <u>Bill Krieg</u>		TOLL FREE <u>800-640-0640</u>
Email Address: <u>bill.krieg@thermofisher.com</u>		FAX <u>304-9258631</u>
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____



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Clarkston, WV 26041

Bill King
Account Executive

(304) 870-6300
bill.king@thermofisher.com
www.thermofisher.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO MMB160000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Thomas Fisher Seratita
Company

B. Kim
Authorized Signature

5/8/2016
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

SOLICITATION NUMBER: CRFQ MMB1600000012

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ MMB1600000012 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation: To clarify answer from previously submitted question

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SOLICITATION NUMBER: CRFQ MMB1600000012
Addendum Number: 2

Question 1: The following needs clarification:

Question 5: 3.1.78 –service agreement for one dimension EXL 200, Syngo lab connectivity manager and Millipore water system.

3.1.78.1 –it states vendor shall provide routine coverage for preventative maintenance for 8 AM to 5 PM Monday through Friday except on federal and West Virginia state holidays.

3.1.78.2 –it states vendor shall if needed provide on-site corrective maintenance repairs during regular hours from 8 AM to 5 PM. Monday through Friday, after hours of 5 PM to 8 AM. Monday through Friday, weekends 5 PM Friday to Monday 8 AM, and/or holidays as needed.

Does MMB want routine service coverage Monday through Friday 8 AM to 5 PM 24 hours\7 days per week coverage?

Answer 5: MMB wants routine coverage for preventative maintenance Monday through Friday 8 AM to 5 PM 24\7 days per week coverage (3.1.78.1).

The answer does not define properly what is wanted and perhaps the question was worded incorrectly. The question should be:

“Does MMB want routine service Monday through Friday AND Weekends except on days the state of West Virginia is closed OR does MMB want 24 Hour/ 7 Day per week coverage?”

The coverage should be defined if it is either 8-5 Monday through Friday or 24/7 Coverage, 24 hours per day, 7 days per week. Is what you’re asking for 8-5 Coverage Seven days per week?

Answer 1: MMB is asking that routine coverage for preventative maintenance only be done from 8 am to 5 pm Monday through Friday as per 3.1.78.1. In 3.1.78.2, MMB is asking for the vendor to provide on-site corrective maintenance (repairs) 24/7, as needed.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO MMB1600000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Thermo Fisher Scientific
Company

B Ku
Authorized Signature

5/3/2016
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Disposable

Ortho Product #	HMD Catalog #	Disposable Name	Suggested Volumes	Offer Price	Annual Value
1110352	OCD1110352	URINE ELEC DILUENT/BOX 12 BTLS	4	\$ 49.85	\$ 199.40
1122423	OCD1122423	950 SLD DISP BOX LINER/PIC	0	\$ 69.46	\$ -
1149764	OCD1149764	CALIBRATOR KIT 5 BX/4 SETS	4	\$ 156.72	\$ 626.88
1158294	OCD1158294	250 HEIGHT ADAPTER	0	\$ 41.50	\$ -
1204247	OCD1204247	CALIBRATOR KIT 6 BX/4 SETS	4	\$ 163.85	\$ 655.40
1204668	OCD1204668	CALIBRATOR KIT 4 BX/4 SETS	4	\$ 227.97	\$ 911.88
1204791	OCD1204791	250 SLIDE BOX LINER	1	\$ 89.05	\$ 89.05
1213115	OCD1213115	MICRO SAMPLE CUPS BOX/4000	1	\$ 141.79	\$ 141.79
1247873	OCD1247873	HUMIDITY CONTROL PKS BX/2 SETS	6	\$ 64.12	\$ 384.72
1250232	OCD1250232	DESICCANT PACKS BX/2 SETS	6	\$ 64.12	\$ 384.72
1250273	OCD1250273	BOX LINER CM/CUP ARRAY BX/100	1	\$ 69.46	\$ 69.46
1250315	OCD1250315	DISP AIR FIL BOX/6- Disc't'd	0	\$ 80.12	\$ -
1290709	OCD1290709	CALIBRATOR KIT 3 BX/4 SETS	4	\$ 263.61	\$ 1,054.44
1320498	OCD1320498	CALIBRATOR KIT 7 BX/2 SETS	0	\$ 105.09	\$ -
1331560	OCD1331560	250 AIR FILTER	0	\$ 44.53	\$ -
1338953	OCD1338953	250 MICROCOLLECTION TUBE ADPT	0	\$ 44.53	\$ -
1384007	OCD1384007	LIQ PERF VERIFIER II BX/6 BTLS	1	\$ 99.04	\$ 99.04
1403906	OCD1403906	250 DILUENT TRAY	0	\$ 178.10	\$ -
1412204	OCD1412204	250 SAMPLE CUP ADAPTER	0	\$ 138.32	\$ -
1451392	OCD1451392	SAMPLE CUP PIERCE CAP BX/1000	1	\$ 70.88	\$ 70.88
1474030	OCD1474030	250/350 MICRO TIPS250	5	\$ 9.87	\$ 49.35
1481779	OCD1481779	TIP DISL BX LNR BX/100-Discnt	0	\$ 69.46	\$ -
1561976	OCD1561976	250 TIP RACK	0	\$ 21.37	\$ -
1627439	OCD1627439	250 SAMPLE TRAYS	0	\$ 284.96	\$ -
1631779	OCD1631779	250 MIXING CUP ARRAY	4	\$ 44.53	\$ 178.12
1662659	OCD1662659	CALIBRATOR KIT 2 BX/4 SETS	4	\$ 192.32	\$ 769.28
1765304	OCD1765304	250 REFERENCE FLD BX/30 BTLS	13	\$ 254.43	\$ 3,307.59
1792357	OCD1792357	TDM PERF VERIFIER II BX/6BTLS	0	\$ 78.36	\$ -
1830033	OCD1830033	IMMUNO-WASH FLUID BX/30 BTLS	4	\$ 160.30	\$ 641.20
1882208	OCD1882208	CALIBRATOR KIT 1 BX/4 SETS	4	\$ 227.97	\$ 911.88
6800189	OCD6800189	CALIBRATOR KIT 10 BX/2 SETS	0	\$ 78.36	\$ -
6800190	OCD6800190	UPRO PERF VERIFIER I BX/6 BTLS	0	\$ 58.77	\$ -
6800191	OCD6800191	UPRO PERF VERIFIER II BX/6BTLS	0	\$ 58.77	\$ -
6801715	OCD6801715	VITROS VERSATIP BOX/1000	13	\$ 63.80	\$ 829.40
8057812	OCD8057812	950/FS REFERENCE FLD BX/30BTLS	1	\$ 254.43	\$ 254.43
8067324	OCD8067324	PERFORM VERIFIER I BX/12 SETS	2	\$ 100.08	\$ 200.16
8074452	OCD8074452	CITRIC ACID SOLUTION BX/6 BTLS	0	\$ 44.53	\$ -
8182172	OCD8182172	TDM PERF VERIFIER III BX/6BTLS	1	\$ 78.36	\$ 78.36
8231474	OCD8231474	PERFORM VERIFIER II BX/12SETS	2	\$ 100.08	\$ 200.16
8262487	OCD8262487	SOLUTION (7% BSA) BOX/12 BTLS	4	\$ 60.55	\$ 242.20
8466492	OCD8466492	LIQ PERF VERIFIER I BX/6 BTLS	1	\$ 99.04	\$ 99.04
8547176	OCD8547176	250 SAMPLE TRAY CARRIER	0	\$ 84.80	\$ -

8559825	OCD8559825	SPECIALTY DILUENT BX/6 BTLs	4	\$ 35.64	\$ 142.56
8568040	OCD8568040	CALIBRATOR KIT 9 BX/2 SETS	4	\$ 97.96	\$ 391.84
8578163	OCD8578163	CALIBRATOR KIT 8 BX/2 SETS	0	\$ 65.91	\$ -
8597452	OCD8597452	CRP PERF VERIFIER II BX/6 SETS	0	\$ 58.77	\$ -
8721508	OCD8721508	ISO PERF VERIFIER I BX/6 SETS	1	\$ 76.25	\$ 76.25
8748220	OCD8748220	ISO PERF VERIFIER II BX/6 SETS	1	\$ 76.25	\$ 76.25
8867541	OCD8867541	TIBC KIT BOX/50 TUBES	0	\$ 127.38	\$ -
8936049	OCD8936049	CRP PERF VERIFIER I BX/6 SETS	0	\$ 58.77	\$ -
8962540	OCD8962540	TDM PERF VERIFIER I BX/6BTLs	1	\$ 78.36	\$ 78.36
6801892	OCD6801892	FS HUMIDIFICATION PACKS box/6	0	\$ -	\$ -
6801965	OCD6801965	FS SLIDE DISPOSAL LINERS bx10	0	\$ 29.23	\$ -
6801966	OCD6801966	FS ASSAY DISPOSAL LINERS bx10	0	\$ 29.23	\$ -
6801422	OCD6801422	FS CUVETTES box/6000	0	\$ 461.53	\$ -
6801423	OCD6801423	FS MICROTIPS box/4096	0	\$ 238.47	\$ -
6801696	OCD6801696	CAL KIT 11 box/1 set/6 btls	0	\$ 461.53	\$ -
6801697	OCD6801697	CAL KIT 12 box/1 set/6 btls	3	\$ 461.53	\$ 1,384.59
6801698	OCD6801698	CAL KIT 13 box/1 set/6 btls	0	\$ 461.53	\$ -
6801699	OCD6801699	CAL KIT 14 box/1 set/6 btls	0	\$ 461.53	\$ -
6801700	OCD6801700	CAL KIT 16 box/1 set/5 btls	0	\$ 115.38	\$ -
6801701	OCD6801701	CAL KIT 17 box/5 sets/5 btls	0	\$ 230.78	\$ -
6801703	OCD6801703	CAL KIT 19 box/5 sets/5 btls	0	\$ 115.38	\$ -
6801704	OCD6801704	CAL KIT 20 box/1 set/5 btls	0	\$ 115.38	\$ -
6801705	OCD6801705	CAL KIT 21 box/1 set/5 btls	0	\$ 220.89	\$ -
6801706	OCD6801706	CAL KIT 22 box/1 set/5 btls	0	\$ 194.82	\$ -
6801707	OCD6801707	CAL KIT 23 box/1 set/5 btls	0	\$ 115.38	\$ -
6801708	OCD6801708	CAL KIT 24 box/1 set/6 btls	0	\$ 115.38	\$ -
6801742	OCD6801742	hsCRP PERF VER I box/6 btls	0	\$ 153.84	\$ -
6801744	OCD6801744	PROTEIN PERF VER I box/6 btls	0	\$ 153.84	\$ -
6801745	OCD6801745	PROTEIN PERF VER II box/6btls	0	\$ 153.84	\$ -
6801746	OCD6801746	mALB PERF VER I box/6 btls	0	\$ 153.84	\$ -
6801747	OCD6801747	mALB PERF VER II box/6 btls	0	\$ 153.84	\$ -
6801750	OCD6801750	%A1c PERF VER I box/3 btls	0	\$ 153.84	\$ -
6801751	OCD6801751	%A1c PERF VER II box/3 btls	0	\$ 153.84	\$ -
6801752	OCD6801752	DILUENT PACK 1 box/3 packs	0	\$ 115.38	\$ -
6801753	OCD6801753	DILUENT PACK 2 box/3 packs	0	\$ 230.78	\$ -
6801754	OCD6801754	DILUENT PACK 3 box/3 packs	0	\$ 230.78	\$ -
6801755	OCD6801755	MICROSNS CK FLS I&II bx/2sets	0	\$ 230.78	\$ -
6801768	OCD6801768	PROTEIN PERF VER III box/6btls	0	\$ 153.84	\$ -
6801769	OCD6801769	ApoA1 PERF VER I box/6 btls	0	\$ 230.78	\$ -
6801770	OCD6801770	ApoB PERF VER I box/6 btls	0	\$ 230.78	\$ -
6801771	OCD6801771	PALB PERF VER I box/6 btls	0	\$ 153.84	\$ -
6801772	OCD6801772	PALB PERF VER II box/6 btls	0	\$ 153.84	\$ -
6801873	OCD6801873	FS CALIBRATOR 1 box/12 btls	0	\$ 38.46	\$ -
6801874	OCD6801874	RECONSTITUTION DIL box/12 btls	1	\$ 38.46	\$ 38.46
6801876	OCD6801876	FS 5 1 ASSAY DATA DISK	0	\$ -	\$ -
8111957	OCD8111957	UNIVERSAL SAMPLE TRAY/1	0	\$ 174.20	\$ -
6802049	OCD6802049	hsCRP PERF VER III box/6 btls	0	\$ 153.84	\$ -

6802095	OCD6802095	FS ADPTR-MICROSAM CUP bx/1200	0	\$ 351.19	\$ -
6801896	OCD6801896	CALIBRATOR KIT 25 bx/2 sets	0	\$ 108.51	\$ -
6801888	OCD6801888	hsCRP PERF VER II box/6 btls	0	\$ 153.84	\$ -
6801967	OCD6801967	FS CARDRACK AIR FILTER box/4	0	\$ 153.85	\$ -
6802246	OCD6802246	UD01 PACKS (EMPTY) BOX/6PACKS	0	\$ 92.30	\$ -
6802247	OCD6802247	UD02 PACKS (EMPTY) BOX/6PACKS	0	\$ 92.30	\$ -
6802248	OCD6802248	UD03 PACKS (EMPTY) BOX/6PACKS	0	\$ 92.30	\$ -
6802249	OCD6802249	UD04 PACKS (EMPTY) BOX/6PACKS	0	\$ 92.30	\$ -
6802250	OCD6802250	UD05 PACKS (EMPTY) BOX/6PACKS	0	\$ 92.30	\$ -
6802251	OCD6802251	UD06 PACKS (EMPTY) BOX/6PACKS	0	\$ 92.30	\$ -
6802252	OCD6802252	UD07 PACKS (EMPTY) BOX/6PACKS	0	\$ 92.30	\$ -
6802253	OCD6802253	UD08 PACKS (EMPTY) BOX/6PACKS	0	\$ 92.30	\$ -
6802254	OCD6802254	UD09 PACKS (EMPTY) BOX/6PACKS	0	\$ 92.30	\$ -
6802255	OCD6802255	UD10 PACKS (EMPTY) BOX/6PACKS	0	\$ 92.30	\$ -
6802256	OCD6802256	UDDL1 PACKS (EMPTY) BX/6PACKS	0	\$ 92.30	\$ -
6802257	OCD6802257	UDDL2 PACKS (EMPTY) BX/6PACKS	0	\$ 92.30	\$ -
6802311	OCD6802311	AAT/HPT PERF VER I box/6 btls	0	\$ 230.78	\$ -
6802312	OCD6802312	AAT/HPT PERF VER II box/6 btls	0	\$ 230.78	\$ -
6802313	OCD6802313	AAT/HPT PERF VER III box/6btls	0	\$ 230.78	\$ -
6802411	OCD6802411	ASO/RF PERF VER I box/5 btls	0	\$ 230.78	\$ -
6802412	OCD6802412	ASO/RF PERF VER II box/5 btls	0	\$ 230.78	\$ -
6802323	OCD6802323	CAL KIT 28 box/1 set	0	\$ 153.84	\$ -
6802344	OCD6802344	CAL KIT 29 set of 2	3	\$ 154.58	\$ 463.74
6802310	OCD6802310	CAL KIT 99 box/1 set	0	\$ 153.84	\$ -
6802348	OCD6802348	dTIBC PERF VER I box/6 vials	0	\$ 153.84	\$ -
6802349	OCD6802349	dTIBC PERF VER II box/6 vials	0	\$ 153.84	\$ -
6802342	OCD6802342	CAL KIT 27 box/3 sets	0	\$ 230.78	\$ -
6802326	OCD6802326	DILUENT PACK 4 DAT bx/6 packs	0	\$ 302.28	\$ -
6802327	OCD6802327	DAT PERF VER I box/6 btls	0	\$ 270.84	\$ -
6802328	OCD6802328	DAT PERF VER II box/6 btls	0	\$ 270.84	\$ -
6802329	OCD6802329	DAT PERF VER III box/6 btls	0	\$ 270.84	\$ -
6802330	OCD6802330	DAT PERF VER IV box/6 btls	0	\$ 270.84	\$ -
6802331	OCD6802331	DAT PERF VER V box/6 btls	0	\$ 347.10	\$ -
6802304	OCD6802304	CAL KIT 26 box/1 set	0	\$ 358.69	\$ -
6802562	OCD6802562	CAL KIT 30 (THC) box/1 btl	0	\$ 65.91	\$ -
6802219	OCD6802219	FS MICROCOLLECT TB ADPTR bx10	0	\$ 81.28	\$ -
6802120	OCD6802120	FS REAGENT TRAY box/1	0	\$ 34.89	\$ -
6802888	OCD6802888	WASTE CONTAINER LINER A	0	\$ 33.40	\$ -
6802889	OCD6802889	WASTE CONTAINER LINER B	0	\$ 27.00	\$ -
6842957	NC1066881	HCY 2 PER VER I II III-BX/3SET	0	\$ 153.84	\$ -
4D109UL	OCD4D109UL	Emit 2000 Phenobarbital Cals	0	\$ 248.21	\$ -
6842906	NC1066882	Calibrator Kit 31	0	\$ 138.47	\$ -
		Total	113		\$ 15,100.88

A Compact, Powerful System that Delivers Big Results

The VITROS® 350 Chemistry System offers a range of important benefits such as:

Advanced Security

- + Unique sample processing capabilities, including single use disposable tips, as well as bubble and clot detection for worry-free result reporting
- + MicroSlide technology minimizes interferences by introducing masking and scavengers layers to capture interfering substances

Optimized Efficiency

- + More than 60 onboard reagent positions with a wide accessible menu to deliver immediate results for STAT or routine testing
- + Walk-away operation and simple procedures that allow around-the-clock availability to all members of the lab

Cost Effectiveness

- + Low cost per reportable result and high reagent efficiency without the costs, maintenance, preparation, carryover and interference associated with traditional water-based systems
- + Standardized reagents use the same reagent cartridges across all VITROS® Systems

Key Features

- + Proven VITROS® MicroSlide technology reduces interference
- + Short sample, clot, and bubble detection offers greater accuracy
- + Single use disposable tips eliminate carryover and cross contamination
- + Continuous process verification helps ensure correct results the first time
- + MicroSlide technology and onboard dilution allow random testing of serum, plasma, and urine at any time
- + No plumbing, drains, vents or deionized water eliminates many costs associated with alternative systems
- + Low total costs with increased reportable result efficiency, fewer errors and interventions, and more effective staff utilization
- + Small footprint requires less space and overhead expenses
- + “Load-and-go” reagent preparation, MicroSlide technology and calibration stability up to lot change mean labor can be dedicated to value-added tasks
- + Easy to train and cross-train operators
- + Throughput up to 300 results per hour*

* Depending on test mix



Acetaminophen
Albumin
Alcohol
ALK PHOS
ALT
Ammonia
Amylase
AST
BuBc Bilirubin
BUN
Calcium
Carbamazepine
CO2
Chloride
Cholesterol
Cholinesterase
CK
CK-MB
Creatinine
CRP
CSF Protein
dHDL
Digoxin
GGT
Glucose
Iron
Lactate
LDH
Lipase
Lithium
Magnesium
Phenobarbital
Phenytoin
Phosphorus
Potassium
Salicylate
Sodium
Theophylline
TIBC
Total Bilirubin
Total Protein
Triglycerides
Uric Acid
Urine Protein

Product availability subject to local regulatory requirements.

Ortho Clinical Diagnostics

VITROS^{System} 350
Chemistry

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ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BBHF), Mildred Mitchell-Bateman Hospital (MM-BH) to establish a one-time purchase of a chemistry analyzer and an open-end contract for chemistry reagents, supplies, and the maintenance of purchased chemistry analyzer.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DIMENSION EXL 200 CHEMISTRY ANALYZER OR EQUAL	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41115807			

Extended Description :
3.1.1 DIMENSION EXL 200 CHEMISTRY ANALYZER OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	SYNGO LAB CONNECTIVITY MANAGER KIT OR EQUAL	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.2 SYNGO LAB CONNECTIVITY MANAGER KIT OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	MILLIPORE AFS16 WATER PURIFICATION SYSTEM OR	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.3 MILLIPORE AFS16 WATER PURIFICATION SYSTEM, ITEM NUMBER ZAFS 601 60 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	INSERVICE FOR LABORATORY STAFF	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41115807			

Extended Description :

3.1.4 INSERVICE FOR LABORATORY STAFF

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	ALBUMIN, SIEMENS CATALOG NUMBER 10444975, 480 TEST PER	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.5 ALBUMIN, SIEMENS CATALOG NUMBER 10444975, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	BLOOD UREA NITROGEN, SIEMENS CATALOG NUMBER	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.6 BLOOD UREA NITROGEN, SIEMENS CATALOG NUMBER 10444969, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	CALCIUM, SIEMENS CATALOG NUMBER 10444949, 480 TEST PER	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.7 CALCIUM, SIEMENS CATALOG NUMBER 10444949, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	CHOLESTEROL, SIEMENS CATALOG NUMBER 10444891, 480	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.8 CHOLESTEROL, SIEMENS CATALOG NUMBER 10444891, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

BILL TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	CREATININE, SIEMENS CATALOG NUMBER 10444968, 480 TEST PER	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.9 CREATININE, SIEMENS CATALOG NUMBER 10444968, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

BILL TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	ENZYMATIC CARBONATE, SIEMENS CATALOG NUMBER	4.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.10 ENZYMATIC CARBONATE, SIEMENS CATALOG NUMBER 10444972, 360 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	LIQUID GLUCOSE, SIEMENS CATALOG NUMBER 10444971,	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.11 LIQUID GLUCOSE, SIEMENS CATALOG NUMBER 10444971, 1440 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	PHOSPHORUS, SIEMENS CATALOG NUMBER 10444951, 480	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.12 PHOSPHORUS, SIEMENS CATALOG NUMBER 10444951, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	TOTAL BILIRUBIN, SIEMENS CATALOG NUMBER 10444957, 480	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.13 TOTAL BILIRUBIN, SIEMENS CATALOG NUMBER 10444957, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	TOTAL PROTEIN, SIEMENS CATALOG NUMBER 10444979, 480	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.14 TOTAL PROTEIN, SIEMENS CATALOG NUMBER 10444979, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	TOTAL PROTEIN, SIEMENS CATALOG NUMBER 10444979, 480	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.14 TOTAL PROTEIN, SIEMENS CATALOG NUMBER 10444979, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	ALKALINE PHOSPHATASE, SIEMENS CATALOG NUMBER	4.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.16 ALKALINE PHOSPHATASE, SIEMENS CATALOG NUMBER 10444953, 360 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	CREATININE KINASE, SIEMENS CATALOG NUMBER 10464511, 480	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.17 CREATININE KINASE, SIEMENS CATALOG NUMBER 10464511, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	GGT, SIEMENS CATALOG NUMBER 10444960, 288 TEST PER	5.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.18,GGT SIEMENS CATALOG NUMBER 10444960, 288 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	GOT/AST, SIEMENS CATALOG NUMBER 10444959, 360 TEST PER	4.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.19 GOT/AST, SIEMENS CATALOG NUMBER 10444959, 360 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	DIRECT BILIRUBIN, SIEMENS CATALOG NUMBER 10444956, 320	4.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.20 DIRECT BILIRUBIN, SIEMENS CATALOG NUMBER 10444956, 320 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	TGL, SIEMENS CATALOG NUMBER 10444906, 480 TEST PER UNIT OR	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.21 TGL, SIEMENS CATALOG NUMBER 10444906, 480 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	AMMONIA, SIEMENS CATALOG NUMBER 10444954, 120 TEST PER	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.22 AMMONIA, SIEMENS CATALOG NUMBER 10444954, 120 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 5

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	AMYLASE, SIEMENS CATALOG NUMBER 10444965, 240 TEST PER	2.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.23 AMYLASE, SIEMENS CATALOG NUMBER 10444965, 240 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 5

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	LIQUID LIPASE, SIEMENS CATALOG NUMBER 10460277, 120	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.24 LIQUID LIPASE, SIEMENS CATALOG NUMBER 10460277, 120 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 5

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	MAGNESIUM, SIEMENS CATALOG NUMBER 10444963, 120 TEST PER	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.25 MAGNESIUM, SIEMENS CATALOG NUMBER 10444963, 120 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 5

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	IRON, SIEMENS CATALOG NUMBER 10444945, 240 TEST PER	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :
3.1.26 IRON, SIEMENS CATALOG NUMBER 10444945, 240 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 5

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	CARBAMAZEPINE, SIEMENS CATALOG NUMBER 10444930, 80	8.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :
3.1.27 CARBAMAZEPINE, SIEMENS CATALOG NUMBER 10444930, 80 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK:
10

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	LITHIUM, SIEMENS CATALOG NUMBER 10444939, 80 TEST PER	7.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.28 LITHIUM, SIEMENS CATALOG NUMBER 10444939, 80 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 10

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	PHENOBARBITAL, SIEMENS CATALOG NUMBER 10444933, 80	7.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.29 PHENOBARBITAL, SIEMENS CATALOG NUMBER 10444933, 80 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 10

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	PHENYTOIN, SIEMENS CATALOG NUMBER 10444940, 112 TEST PER	5.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.30 PHENYTOIN, SIEMENS CATALOG NUMBER 10444940, 112 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 10

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	VALPROIC ACID, SIEMENS CATALOG NUMBER 10444943, 80	11.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.31 VALPROIC ACID, SIEMENS CATALOG NUMBER 10444943, 80 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 15

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	MMB, SIEMENS CATALOG NUMBER 10444904, 160 TEST PER	2.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.32 MMB, SIEMENS CATALOG NUMBER 10444904, 160 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 5

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	ALDL, SIEMENS CATALOG NUMBER 10444890, 120 TEST PER	12.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
411180D4			

Extended Description :

3.1.33 ALDL, SIEMENS CATALOG NUMBER 10444890, 120 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	AUTOMATED HDL FLEX, SIEMENS CATALOG NUMBER 10464332, 240	5.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.34 AUTOMATED HDL FLEX, SIEMENS CATALOG NUMBER 10464332, 240 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 20

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	IBCT, SIEMENS CATALOG NUMBER 10444944, 240 TEST PER	2.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41116004			

Extended Description :

3.1.35 IBCT, SIEMENS CATALOG NUMBER 10444944, 240 TEST PER UNIT OR EQUAL**NUMBER OF TESTS RAN PER WEEK: 5

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	QUIKLYTE DILUTION CHECK, SIEMENS CATALOG NUMBER	2.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.36 QUIKLYTE DILUTION CHECK, SIEMENS CATALOG NUMBER 10444872 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	QUIKLYTE FLUSH SOLUTION, SIEMENS CATALOG NUMBER	3.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.37 QUIKLYTE FLUSH SOLUTION, SIEMENS CATALOG NUMBER 10445051 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	QUIKLYTE IMT CARTRIDGE, SIEMENS CATALOG NUMBER	12.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.38 QUIKLYTE IMT CARTRIDGE, SIEMENS CATALOG NUMBER 10445058 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	QUIKLYTE SAMPLE DILUENT, SIEMENS CATALOG NUMBER	2.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.39 QUIKLYTE SAMPLE DILUENT, SIEMENS CATALOG NUMBER 10444874 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	QUIKLYTE STANDARD A, SIEMENS CATALOG NUMBER 10444878 OR	4.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.40 QUIKLYTE STANDARD A, SIEMENS CATALOG NUMBER 10444878 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	QUIKLYTE STANDARD B, SIEMENS CATALOG NUMBER 10444881 OR	4.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.41 QUIKLYTE STANDARD B, SIEMENS CATALOG NUMBER 10444881 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	SALT BRIDGE SOLUTION, SIEMENS CATALOG NUMBER	4.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.42 SALT BRIDGE SOLUTION, SIEMENS CATALOG NUMBER 10444873 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	ALDL CALIBRATOR, SIEMENS CATALOG NUMBER 10444996 OR	2.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.43 ALDL CALIBRATOR, SIEMENS CATALOG NUMBER 10444996 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	AMON CALIBRATOR, SIEMENS CATALOG NUMBER 10444995 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.44 AMON CALIBRATOR, SIEMENS CATALOG NUMBER 10444995 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
45	AUTOMATED HDL CALIBRATOR, SIEMENS CATALOG NUMBER	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.45 AUTOMATED HDL CALIBRATOR, SIEMENS CATALOG NUMBER 10464328 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
46	CHEM I CALIBRATOR/ECRE, SIEMENS CATALOG NUMBER	5.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.46 CHEM I CALIBRATOR/ECRE, SIEMENS CATALOG NUMBER 10445009 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
47	CHEM II CALIBRATOR, SIEMENS CATALOG NUMBER 10444997 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.47 CHEM II CALIBRATOR, SIEMENS CATALOG NUMBER 10444997 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
48	CHOL CALIBRATOR, SIEMENS CATALOG NUMBER 10444998 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.48 CHOL CALIBRATOR, SIEMENS CATALOG NUMBER 10444998 OR EQUAL

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 26705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
49	CKI/MBI, SIEMENS CATALOG NUMBER 10464508 OR EQUAL	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.49 CKI/MBI, SIEMENS CATALOG NUMBER 10464508 OR EQUAL

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
50	CHEM WASH, SIEMENS CATALOG NUMBER 10445052 OR EQUAL	8.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.50 CHEM WASH, SIEMENS CATALOG NUMBER 10445052 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
51	CUVETTE CARTRIDGE, SIEMENS CATALOG NUMBER 10445042 OR	16.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.51 CUVETTE CARTRIDGE, SIEMENS CATALOG NUMBER 10445042 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
52	DIMENSION CHK, SIEMENS CATALOG NUMBER 10481507 OR	15.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.52 DIMENSION CHK, SIEMENS CATALOG NUMBER 10481507 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
53	DIMENSION MULTI 2 SAMPLE DILUENT, SIEMENS CATALOG	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.53 DIMENSION MULTI 2 SAMPLE DILUENT, SIEMENS CATALOG NUMBER 10483586 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
54	DRUG II CALIBRATOR REV, SIEMENS CATALOG NUMBER	2.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.54 DRUG II CALIBRATOR REV, SIEMENS CATALOG NUMBER 10445005 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
55	ENZYMATIC CARBONATE CALIBRATOR, SIEMENS CATALOG	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.55 ENZYMATIIC CARBONATE CALIBRATOR, SIEMENS CATALOG NUMBER 10445015 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
56	ENZYME I CALIBRATOR, SIEMENS CATALOG NUMBER 10284680	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.56 ENZYME I CALIBRATOR, SIEMENS CATALOG NUMBER 10284680 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
57	ENZYME DILUENT, SIEMENS CATALOG NUMBER 10444870 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.57 ENZYME DILUENT, SIEMENS CATALOG NUMBER 10444870 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
58	ENZYME II CALIBRATOR, SIEMENS CATALOG NUMBER 10476170 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.58 ENZYME II CALIBRATOR, SIEMENS CATALOG NUMBER 10476170 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
59	ENZYME VERIFIER, SIEMENS CATALOG NUMBER 10445016 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.59 ENZYME VERIFIER, SIEMENS CATALOG NUMBER 10445016 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
60	LOCI CTNI SAMPLE DILUENT, SIEMENS CATALOG NUMBER	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.60 LOCI CTNI SAMPLE DILUENT, SIEMENS CATALOG NUMBER 10445205 OR EQUAL

BILL TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV26705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
61	LOCI THYR CALIBRATOR, SIEMENS CATALOG NUMBER	4.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.61 LOCI THYR CALIBRATOR, SIEMENS CATALOG NUMBER 10484354 OR EQUAL

BILL TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
62	LIQUID LIPASE CALIBRATOR, SIEMENS CATALOG NUMBER	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.62 LIQUID LIPASE CALIBRATOR, SIEMENS CATALOG NUMBER 10460278 OR EQUAL

BILL TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
63	MMB CALIBRATOR, SIEMENS CATALOG NUMBER 10445023 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.63 MMB CALBRATOR, SIEMENS CATALOG NUMBER 10445023 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 26705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
64	PRINTER PAPER-DIMENSION, SIEMENS CATALOG NUMBER	5.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.64 PRINTER PAPER-DIMENSION, SIEMENS CATALOG NUMBER 10445050 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
65	PROBE CLEANER, REAGENT, SIEMENS CATALOG NUMBER	20.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.65 PROBE CLEANER, REAGENT, SIEMENS CATALOG NUMBER 10445036 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
66	REV DRUG CALIBRATOR, SIEMENS CATALOG NUMBER	2.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.66 REV DRUG CALIBRATOR, SIEMENS CATALOG NUMBER 10445014 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
67	REV HETERO MOD VESSELS, SIEMENS CATALOG NUMBER	8.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.67 REV HETERO MOD VESSELS, SIEMENS CATALOG NUMBER 10445044 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
68	REVISED IRON CALIBRATOR, SIEMENS CATALOG NUMBER	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.68 REVISED IRON CALIBRATOR, SIEMENS CATALOG NUMBER 10445010 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
69	SAMPLE DILUENT-SD PLUS, SIEMENS CATALOG NUMBER	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.69 SAMPLE DILUENT-SD PLUS, SIEMENS CATALOG NUMBER 10444875 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
70	SAMPLE PROBE CLEANER, SIEMENS CATALOG NUMBER	4.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :

3.1.70 SAMPLE PROBE CLEANER, SIEMENS CATALOG NUMBER 10445035 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
71	SMALL SAMPLE CUPS, SIEMENS CATALOG NUMBER 10445040 OR	4.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.71 SMALL SAMPLE CUPS, SIEMENS CATALOG NUMBER 10445040 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
72	SAMPLE CUPS WITH LIDS (1.5 ML), SIEMENS CATALOG NUMBER	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
3.1.72 SAMPLE CUPS WITH LIDS (1.5 ML), SIEMENS CATALOG NUMBER 10445041 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
73	SPECIAL PROTEIN CALIBRATOR SIEMENS CATALOG NUMBER	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.73 SPECIAL PROTEIN CALIBRATOR, SIEMENS CATALOG NUMBER 10445028 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
74	T4 CALIBRATOR, SIEMENS CATALOG NUMBER 10445029 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.74 T4 CALIBRATOR, SIEMENS CATALOG NUMBER 10445029 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
75	TBI/DBI CALIBRATOR, SIEMENS CATALOG NUMBER 10445013 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.75 TBI/DBI CALIBRATOR, SIEMENS CATALOG NUMBER 10445013 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
76	TP/ALB CALIBRATOR, SIEMENS CATALOG NUMBER 10444993 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.76 TP/ALB CALIBRATOR, SIEMENS CATALOG NUMBER 10444993 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
77	TU CALIBRATOR, SIEMENS CATALOG NUMBER 10459406 OR	1.00000	KIT		

Comm Code	Manufacturer	Specification	Model #
41115808			

Extended Description :
 3.1.77 TU CALIBRATOR, SIEMENS CATALOG NUMBER 10459406 OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
78	RATES FOR NORMAL BUSINESS HOURS FOR CORRECTIVE	24.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85161501			

Extended Description :

3.1.78.6.1 RATES FOR NORMAL BUSINESS HOURS FOR CORRECTIVE MAINTENANCE (REPAIRS) (ESTIMATED 24 HOURS) PREVENTATIVE MAINTENANCE AGREEMENT FOR ONE (1) DIMENSION EXL 200 CHEMISTRY ANALYZER OR EQUAL, SYNGO LAB CONNECTIVITY MANAGER KIT OR EQUAL, AND MILLIPORE AFS16 WATER PURIFICATION SYSTEM, ITEM NUMBER ZAFS601 60, OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER - 304-525-7801	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
MILDRED MITCHELL - BATEMAN HOSPITAL		MILDRED MITCHELL-BATEMAN HOSPITAL	
1530 NORWAY AVE		1530 NORWAY AVE	
HUNTINGTON	WV25705	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
79	RATES FOR AFTER NORMAL BUSINESS HOURS FOR REPAIRS	24.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85161501			

Extended Description :

3.1.78.6.2 RATES FOR ATER NORMAL BUSINESS HOURS FOR REPAIRS FOR CORRECTIVE MAINTENANCE (REPAIRS) (ESTIMATED 24 HOURS) PREVENTATIVE MAINTENANCE AGREEMENT FOR ONE (1) DIMENSION EXL 200 CHEMISTRY ANALYZER OR EQUAL, SYNGO LAB CONNECTIVITY MANAGER KIT OR EQUAL, AND MILLIPORE AFS16 WATER PURIFICATION SYSTEM, ITEM NUMBER ZAFS601 601, OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER - 304-525-7801	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
MILDRED MITCHELL - BATEMAN HOSPITAL		MILDRED MITCHELL-BATEMAN HOSPITAL	
1530 NORWAY AVE		1530 NORWAY AVE	
HUNTINGTON	WV25705	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
80	RATES FOR WEEKEND HOURS FOR REPAIRS	24.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85161501			

Extended Description :

3.1.78.6.3 RATES FOR WEEKEND HOURS FOR CORRECTIVE MAINTENANCE (REPAIRS) (ESTIMATED 24 HOURS) PREVENTATIVE MAINTENANCE AGREEMENT FOR ONE (1) DIMENSION EXL 200 CHEMISTRY ANALYZER OR EQUAL, SYNGO LAB CONNECTIVITY MANAGER KIT OR EQUAL, AND MILLIPORE AFS16 WATER PURIFICATION SYSTEM, ITEM NUMBER ZAFS 601 60, OR EQUAL

PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		SHIP TO PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
81	RATES FOR HOLIDAYHOURS FOR REPAIRS	8.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85161501			

Extended Description :

3.1.78.6.4 RATES FOR HOLIDAY HOURS FOR CORRECTIVE MAINTENANCE (REPAIRS) (ESTIMATED 8 HOURS) PREVENTATIVE MAINTENANCE AGREEMENT FOR ONE (1) DIMENSION EXL 200 CHEMISTRY ANALYZER OR EQUAL, SYNGO LAB CONNECTIVITY MANAGER KIT OR EQUAL, AND MILLIPORE AFS16 WATER PURIFICATION SYSTEM, ITEM NUMBER ZAFS 601 60, OR EQUAL

INVOICE TO PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		SHIP TO PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
82	PARTS FOR REPAIRS	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
85161501			

Extended Description :

3.1.78.7 PARTS FOR CORRECTIVE MAINTENANCE (REPAIRS) SHALL BE PROVIDED BY THE VENDOR AT COST PLUS SHIPPING THAT WAS CHARGED TO THE VENDOR. VENDOR SHALL BILL MILDRED MITCHELL-BATEMAN HOSPITAL FOR THE VENDOR'S TOTAL COST (PARTS AND SHIPPING) + % MARK-UP (NOT TO EXCEED 10%). VENDOR MUST INCLUDE A COPY OF THE INVOICE FROM THEIR VENDOR SHOWING WHAT THE TOTAL COST PAID FOR PARTS AND SHIPPING. THOUGH THERE IS NO GUARANTEE THAT "NON-PREVENTATIVE MAINTENANCE" WORK WILL BE REQUIRED, AS A BASIS FOR PROVIDING THIS BID, THE VENDOR MAY ASSUME THAT AN ESTIMATED MATERIALS AND/OR PARTS COSTING AN ESTIMATED \$10,000.00.

Line	Event	Event Date
1	Pre-Bid Meeting	2016-04-07
2	Questions Due	2016-04-18

MMB160000012	Document Phase Draft	Document Description CHEMISTRY ANALYZER AND REAGENTS	Page 35 of 35
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Ortho Clinical Diagnostics

SERVICE AGREEMENT

This Service Agreement is between Ortho-Clinical Diagnostics, Inc., a New York corporation (the "Company"), and _____ (the "Customer"). The Company and its affiliates sell in vitro diagnostic products ("Product") and services related to those products ("Services"). The federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), prohibits certain activities in connection with referring or arranging for business paid for by a federal healthcare program. The Company will provide the Customer, as permitted by the "discount safe harbor" to the federal anti-kickback statute under 42 C.F.R. § 1001.952(h), with Price Concessions (as defined below) on Products purchased under this agreement if certain conditions are met. The parties agree as follows:

1. Service and Pricing. This is an agreement for provision by the Company of the Services as defined in Schedule A attached hereto at the prices set forth in the Product Supplement which will be deemed accepted upon receipt of Customer's purchase order. The pricing (including any discount at the time of sale (a "Discount") and any retrospective payment (a "Rebate"), each, a "Price Concession") for purchase of a given Service by the Customer is set forth in the Product Supplement and is subject to the additional pricing terms of this agreement. Only Services covered by a Product Supplement and purchased under this Service Agreement are eligible for Price Concessions. The Company has the right to increase pricing regarding consumable parts and per call service rates. Service contracts will not automatically renew.

2. Term and Termination. The terms and conditions of this Service Agreement are effective as of _____, 20_____* (the "Effective Date") and will continue in effect until either party terminates the agreement by giving 30 days' written notice to the other party. The Company will complete this section upon final execution of this agreement.

If this Service Agreement is terminated by the Customer in order to upgrade a piece of Company's equipment ("Equipment Upgrade"), any unused amounts of service coverage (determined by chronological proration) for which the Customer has prepaid will be credited to the Customer's account. If this Service Agreement is terminated by the Customer for any other reason other than an Equipment Upgrade, the Customer will not be provided credit for any unused prepaid amount, and if the Customer has purchased but not completely paid for a multi-year term, the Customer will be invoiced, an amount equal to any difference between the amount prepaid by the termination date and the amount still owed to the Company for the remaining multi-year term.

3. Entire Agreement. All exhibits, schedules, Product Agreements and Purchase Orders attached hereto and referenced herein are made a part of this agreement. This agreement constitutes the entire agreement between the parties concerning the subject matter of this Service Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Service Agreement. The terms of any purchase order, invoice, or similar document used to implement this Service Agreement shall be subject to and shall not modify this Service Agreement. This Service Agreement may only be amended by written agreement of the parties.

4. Government Program Participation. Each party represents that it has not been excluded from participating in any "federal health care program," as defined in 42 U.S.C. § 1320a-7b(f), nor any other federal or state government payment program, and that it is eligible to participate in the foregoing programs. If either party is excluded or becomes otherwise ineligible to participate in any such program during the term of this Service Agreement, such party will notify the other party of that event within 30 days. Upon occurrence of that event, whether or not such notice is given, either party may terminate this Service Agreement effective upon written notice to the other party.

5. Pricing Disclosure. (a) The Customer acknowledges that, by law, it is required to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, Price Concessions or any other price reductions) of any Product or Service purchased under this Service Agreement and, on request, provide to the U.S. Department of Health and Human Services and any state agencies, any invoices, coupons, statements, and other documentation reflecting such costs for Products or Services. The Customer may receive subsequent documentation under some programs reflecting adjustments or allocations to the Price Concessions available hereunder. (b) In preparing any documentation referred to under this section, the Customer may be required to evaluate as a discount, for cost-reporting purposes, the value of any Product or Service listed as \$0.00 on any invoice. (c) The Customer should not include as a discount, for cost-reporting purposes, the value of any item that is designated as a sample, or that the Customer knows constitutes a sample, nor should it seek reimbursement for any such items. (d) The Customer may request additional information from the Company to meet its reporting or disclosure obligations by writing to the Company at the address stated below.

6. Billing and Terms of Payment. (a) Commercial billings and prices will vary dependent upon billing arrangements selected by customer and identified on the Product Supplement (annual, semi-annual, quarterly billing). (b) All payments are due and payable within thirty (30) days of invoice date.

7. Notices. Notices under this Service Agreement must be in writing, signed by the sending party, and sent to the address below by one of the following methods: personal delivery; registered or certified mail, in each case return receipt requested and postage prepaid; nationally recognized overnight courier, with all fees prepaid; or facsimile. A notice under this Service Agreement is effective upon receipt or refusal of delivery by the other party. The address listed below may be changed by notice in accordance with this section.

If to the Customer:	_____	If to the Company:	Ortho-Clinical Diagnostics, Inc.	With a copy to:	Ortho-Clinical Diagnostics, Inc
	_____		1001 US Highway 202		1001 US Highway 202
	_____		Raritan, New Jersey, 08869		Raritan, New Jersey, 08869
			Attention: Sr. Manager of Contracting		Attention: General Counsel

8. Offer Expiration. Until fully executed, this Service Agreement constitutes an offer that is valid until _____, 20_____. If there are any changes to this Service Agreement or if the Customer does not sign it by that date, then the Company reserves the right to withdraw or modify this offer in its sole discretion. This Service Agreement is not valid until all signatures required below have been made.

9. Miscellaneous.

(a.) **Force Majeure.** Failure to perform by either Party to this Agreement will be excused because of any delay or prevention directly or indirectly caused by any condition beyond its reasonable control, including without limitation, fire, floods, earthquakes, snow, operation of law, and other acts of God, riot, war, terrorism, or subcontractor delay and strikes.

(b.) **Governing Law.** The terms and conditions of this Service Agreement shall be governed by the laws of the State of New York.

(c.) **Assignment** Except as provided in this section, neither party may assign any of its rights or obligations under this Service Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other party. If the Company or any of its affiliates divests itself of any Product or Service, then the Company may assign to the person or entity acquiring that Product or Service any of the Company's rights under this Service Agreement relating to that Product or Service, on the condition that the assignee will also assume the Company's obligations under this Service Agreement relating to that Product or Service. Any purported assignment in violation of this section will be void.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY TRADE SECRETS OF THE COMPANY.
ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

Customer Name:
Agreement Number:

(d.) **Confidentiality.** Each party shall hold the following "Confidential Information" in strict confidence and not disclose the same to any other person or entity except as provided herein: all information, pricing and terms relating to or contained in this agreement; all Product data, trade secrets, financial data, pricing, business plans or any other information received from the other party in implementing this agreement; and all information derived from the foregoing. However, Customer may disclose this information to corporate officers, legal advisors and non-employed physicians when engaged to assist Customer in managing its business; to payers and patients as necessary and appropriate; to any consultant of Customer that provides legal, account or information technology services solely to assist Customer in managing its business provided that disclosure is limited to only the information necessary to allow the consultant to perform its obligations to the disclosing party and consultant agrees in writing to treat the information as confidential and not share it other than in providing consulting services to Customer. The preceding obligations shall not apply to data or information (i) which has been published through no fault of either party, (ii) which the parties agree in writing, may be used or disclosed, or (iii) is required to comply with a court order or administrative subpoena, order or law. In addition, a party may disclose Confidential Information its legal and accounting advisors that require Confidential Information in connection with the party's rights and obligations under this Service Agreement, provided the disclosing party obligates the recipient to hold the same in strict confidence. The provisions in this paragraph shall survive the termination or expiration of this Service Agreement.

(e.) **Dispute Resolution.** Any controversy or claim arising out of or relating to this agreement (including without limitation any controversy or claim involving the parent company, subsidiaries, or affiliates under common control of the Company or Customer (a "Dispute"), shall be first submitted to mediation according to the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). Any dispute arising out of or relating to this agreement shall be interpreted in accordance with the laws of the State of New York, without giving effect to its choice of law principles.

(f.) **Waiver.** No provision of this Service Agreement may be waived except by a writing signed by the party against whom the waiver is sought to be enforced. No failure to enforce any provision of this Service Agreement constitutes a waiver of future enforcement of that provision or of any other provision of this Service Agreement.

(g.) **Insurance.** The Company will maintain product liability and general public liability insurance against any insurable claims that are reasonably likely to arise regarding Products or Services purchased from the Company.

(h.) **Third-Party Beneficiaries/Contractual Obligations.** No one other than the Company and the Customer has any rights, or is entitled to any remedies, under this Service Agreement. Each party represents that it is not prohibited from entering into, or performing its obligations under, this Service Agreement by the terms of any other agreement.

(i.) **No Set-Off.** The Customer will neither deduct nor set-off, from payments under this Service Agreement, amounts allegedly owed to the Customer by the Company or its affiliates under a separate agreement or cause of action.

(j.) **Compliance with Law.** In performing their obligations under this Service Agreement, the Company, and the Customer shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, equal-opportunity laws, and fraud and abuse laws.

(k.) **Warranty of Authority.** The Customer represents and warrants to the Company that it is duly authorized to execute this Service Agreement and that it has authority to legally bind the Customer to the terms of this Service Agreement (including, without limitation, the agreement to arbitrate all disputes).

The Company:
Ortho-Clinical Diagnostics, Inc.

The Customer:

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____, 20____

Date: _____, 20____

Schedule A

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY TRADE SECRETS OF THE COMPANY.
ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

1. **How to obtain service.** (a) Customer can reach Company's Customer Support Center by calling (800) 421-3311
(b) When Company's Customer Support Center determines the issue cannot be resolved with telephone assistance; additional action will be taken as described below under Scope of Services.
2. **Replacement Parts.** (a) Replacement of all worn-out or defective non-consumable parts ("Replacement Parts") on covered equipment replaced during an on-site service visit will be at no charge. Ortho Vision Annual maintenance Kit and Consumable Parts are not covered by the Partnered Care Service Level and are the responsibility of the customer. Replacement Parts may be new or reconditioned to perform as new.
(b) Parts removed from equipment and replaced, unless previously agreed, shall, at Company's discretion, become the property of Company.
(c) All parts replaced at no charge must be returned to Company within thirty (30) days after replacement when the Replacement Part(s) are shipped directly to Customer. The Customer may also order certain replacement, non-consumable parts directly from Company. The cost of standard shipping is included. A charge for Premium shipping (NFO, Next Day) will be billed if this is requested by the Customer. All consumable parts will be charged to Customer.
3. **Service Restrictions.** (a) During the term of the Service Agreement, Customer shall be responsible for providing routine maintenance, as specified in the Operator's Manual provided by Company, on all equipment covered thereunder. Failure to follow such routine maintenance procedures may result in service charges to repair the equipment or to otherwise bring the equipment back into compliance with Company specifications for such equipment or, at Company's discretion, may void all service obligations of Company hereunder. For analyzers covered by the Partnered Care Service model, the specified list of Self Service procedures is the responsibility of the customer. Please reference procedure manual (J55658) for a detailed list of procedures to be performed. Failure for customer to perform the specified self-service procedures for analyzers covered under the Partnered Care Service model may result in service charges if performed by company personnel.
(b) Customer agrees that neither it nor its employees or agents will alter or modify any part of the equipment or software, unless such action is expressly authorized in writing by Company. Any modification of or damage to any part of the equipment or software, whether by misuse, negligence, unauthorized repair or relocation, improper site preparation, unauthorized or improper integration with other products, accident, act of nature or otherwise (unless attributable to Company's negligence), may result in service charges to repair the equipment or software or to otherwise bring the equipment back into compliance with Company's specifications for such equipment or software or, at Company's discretion, may void all service obligations of Company hereunder.
(c) Customer shall notify company prior to relocating any equipment. Any such relocation made without the express prior written approval of Company shall void all service obligations hereunder. Charges associated with the relocation and setup at a new location is not covered under this Service agreement.
(d) This Service Agreement does not cover the following: circumstances beyond Company's control (such as overriding, bypassing, defeating interlock switches on equipment or devices sold by Company); problems due to failure of Customer to conform to Company site specifications; service or parts for any attachments, accessories, alterations or software not marketed by Company, nor to correct problems resulting from their use; rebuilding or reconditioning of equipment; service issues caused by Customer misuse or abuse; failure to follow Company's operating instructions; supply items.
(e) **Service Coverage.** if there are multiple items of equipment at Customer's site that are the same model/type (e.g. two ORTHO VISION), then in order for any one item of equipment to be eligible for coverage under this Service Agreement, all such items on-site must be covered under either a standard warranty, a rental service agreement with Company or a separate service agreement of the same service level.
(f) The Company will make available technical support, for a period of seven (7) years after sale or end of active production, whichever is less. Our support applies equally to hardware/instruments sold to an end customer, a TPI (Third Party Intermediary), or as a device used as an ORTHO company asset
(g) ORTHO Analyzers are designed to minimize footprint in the lab. It is necessary to provide adequate permanent clearance for airflow and operational/ maintenance access on all sides, according to the site specification. Failure to comply may result in void of service obligation and/or additional service charges
(h) eConnectivity™ is technology developed to assist in troubleshooting. All eConnectivity™-capable analyzers must be eConnected. Failure to comply may result in void of service obligation and/or additional service charges.
- (4) **Scope of Services.** The service coverage specified for each item of equipment set forth in the Product Supplement: Service Agreement shall consist of the following:
 - (a) Service hours during which Company will provide onsite service performed by Field Engineers are as indicated on the Product Supplement: Service Agreement.
 - (b) Onsite service provided outside the service hours are not covered and shall be billed at prevailing labor rates and trip charges based on time of day, day of week and geographic zone.
 - (c) The Company's onsite response time will vary depending on the geographic zone in which the customer resides and the service option purchased indicated on the Product Supplement: Service Agreement.
 - (d) It is Company's objective to respond to requests for onsite service by the next covered business day or as the service option purchased as indicated on the Product Supplement: Service Agreement.
 - (e) Periodic Maintenance (PM) performed by Company to clean, test, and maintain covered equipment is recommended as indicated by the covered equipment service manual. This includes all labor and parts used during the PM. PM calls will only be made between the hours of 8:00am and 5:00pm local time, Monday through Friday, excluding Federal and local holidays.
 - (f) The Company will install Health and Safety related Modification Kits on covered equipment. This includes all labor and parts used in the installation that are required to implement the modification. These calls will only be made between the hours of 8:00am and 5:00pm local time, Monday through Friday, excluding Federal and local holidays.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

LOCATION: MILDRED MITCHELL-BATEMAN HOSPITAL
1530 NORWAY AVENUE
HUNTINGTON WV 25705
ADMINISTRATION BUILDING #1
1ST FLOOR CONFERENCE ROOM
APRIL 7, 2016, AT 10:30 AM EST

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 18, 2016, at 3:00 PM EST

Submit Questions to: April Battle, Buyer 22

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: april.e.battle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Chemistry Analyzers and Reagents
BUYER: April Battle, Buyer 22
SOLICITATION NO.: CRFQ 0506 MMB1600000012
BID OPENING DATE: May 3, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: May 3, 2016, at 1:30 PM EST

**Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130**

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5, and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Bid General Terms and Conditions Exceptions and Clarifications

- Specifications document; Sections 7.4 and 7.5; (Returns) Exception:

We do not accept immunochemistry products back (refrigerated/frozen products). We need to make an Exception and note that these items are **NOT** returnable for any reason.

- Specifications document; Section 3.1.78.4 Clarification:

This would be through the manufacturer and most are M-F 8-5.

- Specifications document; Section 3.1.78.7 Clarification:

This would be per the manufacturer's terms.

- Specifications document; Section 3.1.78.4 Clarification:

If specified in the purchase agreement price and terms.

- Specifications document; Section 3.1.78.6 Clarification:

This would be through the manufacturer.

- Specifications document; Section 7.1 Clarification:

Shall deliver items upon mutually agreed upon delivery date.

- Specifications document; Section 7.4 Clarification:

Returns are according to our returns policy and terms and conditions.

- Provisions for Federally Funded Procurements document; Section 5.2b Exception:

Fisher can accept all other reasons for cancellation EXCEPT this.

- Provisions for Federally Funded Procurements document; Section 5.6 Exception:

Our obligation should be limited to replacing any defective product.

- Provisions for Federally Funded Procurements document; Section 7 of Equal Opportunities Clause; Exception:

We cannot modify our Purchase Orders and thus cannot meet this requirement.

- General Terms and Conditions document; Item 26; Indemnification Exception:

Manufacturer provides all warranties.

- General Terms and Conditions document; Item 36; Indemnification Exception:

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the

State and the Agency, their officers, and employees from and against: ~~(1) Any claims or losses and all damages, liabilities, actions, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Vendor, its employees, agents or representatives or contractors in connection with the performance of this Agreement.~~

~~for services rendered by any subcontractor, person, or firm performing or supplying services,~~

~~materials, or supplies in connection with the performance of the Contract; (2) Any claims or~~

~~losses resulting to any person or entity injured or damaged by the Vendor, its officers,~~

~~employees, or subcontractors by the publication, translation, reproduction, delivery,~~

~~performance, use, or disposition of any data used under the Contract in a manner not authorized~~

~~by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor,~~

~~its officers, employees, or subcontractors to observe State and Federal laws including, but not~~

~~limited to, labor and wage and hour laws.~~



Sales Terms & Conditions
Terms and Conditions of Sale

Effective: October 15, 2013

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:
GENERAL

Fisher Scientific Company L.L.C. ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

PRICE

All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

TAXES AND OTHER CHARGES

Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

TERMS OF PAYMENT

Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

DELIVERY; CANCELLATION OR CHANGES BY BUYER

The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of Seller.

TITLE AND RISK OF LOSS

Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

WARRANTY

Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product

documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN

THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

INDEMNIFICATION BY SELLER

By Seller

Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

By Buyer

Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful

misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

SOFTWARE

With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE

FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

EXPORT RESTRICTIONS

Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers.

MISCELLANEOUS

(a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Allegheny County, Pennsylvania, USA, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the

Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Fisher shall cooperate with Customer to monitor invoicing accuracy and will conduct appropriate internal reviews upon request. Reviews shall be limited to once per year and shall cover the prior twelve month period. Reasonable credit shall be given to undercharges and overcharges. If Customer engages external consultants to review invoice accuracy, Fisher reserves the right to charge a reasonable fee for support provided to such party. (i) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (j) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (k) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples.

ACCEPTABLE PAYMENT METHODS

The Seller prefers to receive payment via ACH or other electronic interface methods that directly exchange funds between the Buyer's and Seller's bank accounts. The Seller also accepts checks mailed to one of its lockbox remittance locations. Although the Seller does accept credit card payments at the time of purchase, it does not accept credit card payments after the point of sale.

MEDICARE/MEDICAID REPORTING REQUIREMENTS

If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

_____ for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Thermo Fisher Scientific
(Company)

Brian Barca Brian Barca, Director Commercial
(Authorized Signature) (Representative Name, Title) Finance

281-820-9898 4122496059 5/2/2016
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MMB1600000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

Addendum No. 1

Addendum No. 6

Addendum No. 2

Addendum No. 7

Addendum No. 3

Addendum No. 8

Addendum No. 4

Addendum No. 9

Addendum No. 5

Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Thermo Fisher Scientific
Company

Brian Brown
Authorized Signature

5/2/2016
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
CRFQ 0506 MMB160000012
Chemistry Analyzers and Reagents

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BBHFF), Mildred Mitchell-Bateman Hospital (MM-BH) to establish a one-time purchase of a chemistry analyzer and an open-end contract for chemistry reagents, supplies, and the maintenance of purchased chemistry analyzer.

Delivery Orders issued under this contract awarded as a result of this solicitation may be funded in whole or part with Federal Funds and this this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Dimension EXL 200 chemistry analyzer or equal and chemistry reagents and supplies

3.1.1.1 Dimension EXL 200 chemistry analyzer or equal should be a single platform that can perform all our test methods. Dimensions for this unit cannot exceed a maximum 63" in width or exceed a maximum 42" in depth.

3.1.1.2 Dimension EXL 200 chemistry analyzer or equal must be have monitors that notify when STAT tests are completed. It must also monitor the amount of product

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still available in the equipment to reduce the amount of wasted reagents. The chemistry analyzer shall allow for reagents to be added while maintaining ongoing system operation, eliminating the need for the system to be put in "standby" mode.

- 3.1.1.3 Dimension EXL 200 chemistry analyzer or equal shall include other features such as auto repeat of panic values (with values that Hospital can set into the system), and auto dilution of elevated results (Hospital can choose the dilution factor).
 - 3.1.1.4 Test kits are to be shipped as requested. Reagents are to be shipped within seven (7) days of receiving an order.
 - 3.1.1.5 Test kits must have a minimum shelf life of ninety (90) days or more beyond date of receipt. Also, the vendor should ensure that each of the reagents delivered to the hospital have the maximum shelf life available for that specific product.
 - 3.1.1.6 Reagents should not have to be mixed before using and be immediately ready to put on the chemistry analyzer. Reagents must not need to be frozen or reconstituted-they must be ready to use out of the refrigerator.
- 3.1.2 Syngo Lab Connectivity Manager Kit or equal**
- 3.1.2.1 Syngo Lab Connectivity Manager Kit or equal must have ability to connect to a LAN (local area network) and use one computer interface to the facilities Vista system.
- 3.1.3 Millipore AFS16 Water Purification System, item number ZAFS 601 60, or equal**
- 3.1.3.1 Vendor must include one (1) water purification system to be used with chemistry analyzer.
 - 3.1.3.2 Hourly production rate must be a minimum of 16 liters per hour.

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Chemistry Analyzers and Reagents**

- 3.1.3.3** Product pressure must be a minimum of 13 psi to a maximum of 16 psi.
- 3.1.3.4** Electrical connection must be 120v 60Hz.
- 3.1.3.5** Height must be a minimum 18" to a maximum 36", width must be a minimum of 10" to a maximum 24", depth must be a minimum 14" to a maximum of 20".
- 3.1.3.6** Water system must be compatible with the chemistry analyzer bid by the vendor.
- 3.1.3.7** Water system must have the capability to be wall mounted.
- 3.1.4 In-service for Laboratory Staff**
 - 3.1.4.1** Vendor shall provide on-site training to Laboratory personnel. On-site training will need to take place upon delivery and set up of the equipment. Set up and training must be within fifteen (15) calendar days after delivery of analyzer. Vendor shall make arrangements with the Laboratory Department for delivery date and time.
- 3.1.5** Albumin, Siemens Catalog Number 10444975, 480 test per unit or equal
- 3.1.6** Blood Urea Nitrogen, Siemens Catalog Number 10444969, 480 test per unit or equal
- 3.1.7** Calcium, Siemens Catalog Number 10444949, 480 test per unit or equal
- 3.1.8** Cholesterol, Siemens Catalog Number 10444891, 480 test per unit or equal
- 3.1.9** Creatinine, Siemens Catalog Number 10444968, 480 test per unit or equal
- 3.1.10** Enzymatic Carbonate, Siemens Catalog Number 10444972, 360 test per unit or equal

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- 3.1.11 Liquid Glucose, Siemens Catalog Number 10444971, 1440 test per unit or equal**
- 3.1.12 Phosphorus, Siemens Catalog Number 10444951, 480 test per unit or equal**
- 3.1.13 Total Bilirubin, Siemens Catalog Number 10444957, 480 test per unit or equal**
- 3.1.14 Total Protein, Siemens Catalog Number 10444979, 480 test per unit or equal**
- 3.1.15 ALTI, Siemens Catalog Number 10475530, 240 test per unit or equal**
- 3.1.16 Alkaline Phosphatase, Siemens Catalog Number 10444953, 360 test per unit or equal**
- 3.1.17 Creatinine Kinase, Siemens Catalog Number 10464511, 480 test per unit or equal**
- 3.1.18 GGT, Siemens Catalog Number 10444960, 288 test per unit or equal**
- 3.1.19 GOT/AST, Siemens Catalog Number 10444959, 360 test per unit or equal**
- 3.1.20 Direct Bilirubin, Siemens Catalog Number 10444956, 320 test per unit or equal**
- 3.1.21 TGL, Siemens Catalog Number 10444906, 480 test per unit or equal**
- 3.1.22 Ammonia, Siemens Catalog Number 10444954, 120 test per unit or equal**
- 3.1.23 Amylase, Siemens Catalog Number 10444965, 240 test per unit or equal**
- 3.1.24 Liquid Lipase, Siemens Catalog Number 10460277, 120 test per unit or equal**

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- 3.1.25 Magnesium, Siemens Catalog Number 10444963, 120 test per unit or equal**
- 3.1.26 Iron, Siemens Catalog Number 10444945, 240 test per unit or equal**
- 3.1.27 Carbamazepine, Siemens Catalog Number 10444930, 80 test per unit or equal**
- 3.1.28 Lithium, Siemens Catalog Number 10444939, 80 test per unit or equal**
- 3.1.29 Phenobarbital, Siemens Catalog Number 10444933, 80 test per unit or equal**
- 3.1.30 Phenytoin, Siemens Catalog Number 10444940, 112 test per unit or equal**
- 3.1.31 Valproic Acid, Siemens Catalog Number 10444943, 80 test per unit or equal**
- 3.1.32 MMB, Siemens Catalog Number 10444904, 160 test per unit or equal**
- 3.1.33 ALDL, Siemens Catalog Number 10444890, 120 test per unit or equal**
- 3.1.34 Automated HDL Flex, Siemens Catalog Number 10464332, 240 test per unit or equal**
- 3.1.35 IBCT, Siemens Catalog Number 10444944, 240 test per unit or equal**
- 3.1.36 Quiklyte Dilution Check, Siemens Catalog Number 10444872 or equal**
- 3.1.37 Quiklyte Flush Solution, Siemens Catalog Number 10445051 or equal**

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- 3.1.38 Quiklyte IMT Cartridge, Siemens Catalog Number 10445058 or equal**
- 3.1.39 Quiklyte Sample Diluent, Siemens Catalog Number 10444874 or equal**
- 3.1.40 Quiklyte Standard A, Siemens Catalog Number 10444878 or equal**
- 3.1.41 Quiklyte Standard B, Siemens Catalog Number 10444881 or equal**
- 3.1.42 Salt Bridge Solution, Siemens Catalog Number 10444873 or equal**
- 3.1.43 ALDL Calibrator, Siemens Catalog Number 10444996 or equal**
- 3.1.44 AMON Calibrator, Siemens Catalog Number 10444995 or equal**
- 3.1.45 Automated HDL Calibrator, Siemens Catalog Number 10464328 or equal**
- 3.1.46 CHEM I Calibrator/ECRE, Siemens Catalog Number 10445009 or equal**
- 3.1.47 CHEM II Calibrator, Siemens Catalog Number 10444997 or equal**
- 3.1.48 CHOL Calibrator, Siemens Catalog Number 10444998 or equal**
- 3.1.49 CKI/MBI Calibrator, Siemens Catalog Number 10464508 or equal**
- 3.1.50 Chem Wash, Siemens Catalog Number 10445052 or equal**
- 3.1.51 Cuvette Cartridge, Siemens Catalog Number 10445042 or equal**
- 3.1.52 Dimension Chk, Siemens Catalog Number 10481507 or equal**

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- 3.1.53 Dimension Multi 2 Sample Diluent, Siemens Catalog Number 10483586 or equal**
- 3.1.54 Drug II Calibrator REV, Siemens Catalog Number 10445005 or equal**
- 3.1.55 Enzymatic Carbonate Calibrator, Siemens Catalog Number 10445015 or equal**
- 3.1.56 Enzyme I Calibrator, Siemens Catalog Number 10284680 or equal**
- 3.1.57 Enzyme Diluent, Siemens Catalog Number 10444870 or equal**
- 3.1.58 Enzyme II Calibrator, Siemens Catalog Number 10476170 or equal**
- 3.1.59 Enzyme Verifier, Siemens Catalog Number 10445016 or equal**
- 3.1.60 LOCI CTNI Sample Diluent, Siemens Catalog Number 10445205 or equal**
- 3.1.61 LOCI THYR Calibrator, Siemens Catalog Number 10484354 or equal**
- 3.1.62 Liquid Lipase Calibrator, Siemens Catalog Number 10460278 or equal**
- 3.1.63 MMB Calibrator, Siemens Catalog Number 10445023 or equal**
- 3.1.64 Printer Paper-Dimension, Siemens Catalog Number 10445050 or equal**
- 3.1.65 Probe Cleaner, reagent, Siemens Catalog Number 10445036 or equal**
- 3.1.66 REV Drug Calibrator, Siemens Catalog Number 10445014 or equal**

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- 3.1.67 REV Hetero MOD Vessels, Siemens Catalog Number 10445044 or equal**
- 3.1.68 Revised Iron Calibrator, Siemens Catalog Number 10445010 or equal**
- 3.1.69 Sample Diluent-SDPlus, Siemens Catalog Number 10444875 or equal**
- 3.1.70 Sample Probe Cleaner, Siemens Catalog Number 10445035 or equal**
- 3.1.71 Small Sample Cups, Siemens Catalog Number 10445040 or equal**
- 3.1.72 Sample Cups with Lids (1.5 ML), Siemens Catalog Number 10445041 or equal**
- 3.1.73 Special Protein Calibrator, Siemens Catalog Number 10445028 or equal**
- 3.1.74 T4 Calibrator, Siemens Catalog Number 10445029 or equal**
- 3.1.75 TBI/DBI Calibrator, Siemens Catalog Number 10445013 or equal**
- 3.1.76 TP/ALB Calibrator, Siemens Catalog Number 10444993 or equal**
- 3.1.77 TU Calibrator, Siemens Catalog Number 10459406 or equal**
- 3.1.78 Service Agreement for one Dimension EXL 200 Chemistry Analyzer or equal, Syngo Lab Connectivity Manager Kit or equal, and Millipore AFS16 Water Purification System, item number ZAFS 601 60, or equal**
 - 3.1.78.1 Vendor shall provide routine coverage for preventative maintenance from 8:00 a.m. to 5:00 p.m. Monday through Friday, except on Federal and West Virginia State holidays (New Year's Day, Martin Luther King, Jr., Presidents Day, Election Day, Memorial Day, West**

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Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Christmas Eve, Christmas Day, and New Year's Eve).

3.1.78.2 Vendor shall, if needed, provide on-site corrective maintenance (repairs) during regular hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, after hours 5:00 p.m. to 8:00 a.m. Monday through Friday, weekends 5:00 p.m. Friday to Monday 8:00 a.m., and/or holidays as needed.

3.1.78.3 The vendor must have that a local engineer/technician is available to provide on-site service within two (2) hours of receiving a service call.

3.1.78.4 Vendor shall provide technical support via phone 24 hours per day, 7 days per week.

3.1.78.5 The vendor must complete preventative maintenance (PM's) on a monthly and/or bi-annual basis for the specified Laboratory equipment as recommended by the manufacturer.

3.1.78.6 From time-to-time additional corrective maintenance (repairs) work is required. Should this be required the contractor agrees to provide corrective maintenance at the hourly rate as indicated on cost sheet. Though there is no guarantee that "non-preventative maintenance" work will be required, as a basis for providing this bid. Estimated hours of corrective maintenance (repairs) is listed as follows:

3.1.78.6.1 Estimated 24 hours for regular hours from 8:00 a.m. to 5:00 p.m.

3.1.78.6.2 Estimated 24 hours for after-hours 5:00 p.m. to 8:00 a.m. Monday through Friday.

3.1.78.6.3 Estimated 24 hours for weekends 5:00 p.m. Friday to Monday 8:00 a.m.

3.1.78.6.4 Estimated 8 hours for holiday.

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3.1.78.7 Parts for corrective maintenance (repairs) shall be provided by the vendor at cost plus shipping that was charged to the vendor. Vendor shall bill Mildred Mitchell-Bateman Hospital for the vendor's total cost (parts and shipping) + ___% mark-up (not to exceed 10%). Vendor must include a copy of the invoice from their vendor showing what the total cost paid for parts and shipping. Though there is no guarantee that "non-preventative maintenance" work will be required, as a basis for providing this bid, the vendor may assume that an estimated materials and/or parts costing an estimated \$10,000.00.

3.1.78.8 The vendor must provide the Hospital with copies of all maintenance service reports and other documents that describe the actual maintenance work performed as work is completed upon each visit. Vendor must keep a log of services provided for each piece of equipment; this log must be kept within the Laboratory Department. The vendor must complete preventative maintenance on the equipment as recommended by the manufacturer.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by multiplying unit cost by the quantity. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

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5. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this contract.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

6.2 Payment: Agency shall pay in accordance to the Commodity or Service Lines pricing on the Request for Quotation as shown on the bid solicitation, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. DELIVERY AND RETURN:

7.1 Delivery Time: Vendor shall deliver the chemistry equipment (3.1.1, 3.1.2, 3.1.3) within sixty (60) calendar days after receiving a purchase order or notice to proceed. Vendor shall deliver standard orders (3.1.5 through 3.1.77) within seven (7) working days after orders are received. Vendor shall deliver emergency orders within three (3) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract items must be delivered to Mildred Mitchell-Bateman Hospital 1530 Norway Avenue, Huntington, WV 25705.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B.

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destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 7.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required.
- 9.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

10.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

11.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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11.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

11.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Brian Barca
Telephone Number: 281 820 9898
Fax Number: 412 249 6059
Email Address: Brian.Barca@ThermoFisher

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
 - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) Federally assisted construction contracts.

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141-3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.